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Current Topics.

Reform of Scottish Procedure.

ALMOST coincidently with the appearance of the interim report of the Committee presided over by Lord HANWORTH dealing with the practicability of various reforms in English procedure, comes the Administration of Justice (Scotland) Bill, based on the recommendations of the Royal Commission presided over a year or two ago by Lord CLYDE, which seeks to do for Scotland what the Committee already referred to is doing for England, namely, effect such reforms as will make the legal machine work more smoothly and with a less expenditure of money on the part of litigants. Whether in each country this desirable object will be attained remains to be seen, but everyone will wish well to the effort being made to make the path of the litigant not quite so hard as in the past it has been apt to be. By the Scottish Bill, specific provision is made for the institution when necessary of an extra division of the Inner House—that is of the Court of Appeal; the simplification and shortening of pleadings; the abolition of the rule of long standing by which every writ of summons in the Court of Session must be signed by a Writer to the Signet—a rule which is one of the few surviving privileges of this special section of the solicitor branch of the profession. In addition to these and various other alterations in the system prevailing in the Supreme Court, the Bill contemplates economies and foreshadows changes also in the Sheriff Courts which in large measure correspond to the county courts in England. Among other changes in the direction of effecting economies is that of a further extension of the system of grouping counties under one Sheriff-Principal, a project which may possibly pave the way for the ultimate abolition of this functionary—a reform which has often been suggested, although not by members of the Faculty of Advocates from whose ranks the sheriffs are recruited. With a resident Sheriff-Substitute in each county, and with several in the more populous districts, the necessity for the Sheriff-Principal is not so obvious as was the case in earlier days. A litigant who is dissatisfied with the decision of the Sheriff-Substitute may, if he chooses, appeal to the Sheriff-Principal and then from him to the Court of Session, or he may, instead of the intermediate appeal to the Sheriff-Principal, go direct to the Court of Session. No doubt the Sheriff-Principal has other duties than those which he discharges as appellate judge, but these might, with a considerable saving of cost to the nation, be transferred to the Sheriff-Substitute.

Election by Lot.

THE election of candidates for rural district councils has just taken place, and at Crayford, Kent, there was a curious and amusing result. Two candidates tied with 975 votes each, and though two recounts were made, the tie remained. It was decided therefore, presumably by or with the consent of the returning officer, to settle the issue by cutting a pack of cards, and the candidate drawing the higher card was declared to be elected. The matter of course got into the press, and there it might have been expected to end. But it seems that everyone is not amused, and some people are scandalised. Mr. Hutchison, the member for Romford, has given notice of a question to the Home Secretary, asking him whether he is aware of the facts concerning the election at Crayford, and if he will take steps to prevent similar happenings in future. At the moment of writing the question has not been answered, but it is rather difficult to see what steps can be taken by the Home Office to prevent the repetition of such an event, seeing that it was, to all appearance, strictly in accordance with the law. The procedure at district council elections is regulated by the District Councillors Election Order, 1898, the rules of which will be found in "Macmorran & Lushington's Poor Law Orders." By r. 20, in the case of equality of votes found to exist between any candidates, and the addition of a vote would enable one to be elected, the returning officer, or the deputy returning officer, as the case may be, has a casting vote. But if he is not a parochial elector, or is unwilling to vote, he is to determine by lot which of the candidates whose votes are equal shall be elected. It is evident that the returning officer here either could not or would not vote, and therefore must have approved the method adopted. There are various ways of casting lots, the simplest perhaps being to toss a coin and see which side falls uppermost. But no one could suggest that to shuffle and cut a pack of cards is not a perfectly legitimate method of determining a result by lot, and it is certainly a more elegant way of doing so. Anyone who suggests that the election was illegal should test the matter by the issue of a writ *quo warranto*.

Highway Obstruction by Building Operations.

THE recent decision by the Court of Appeal in *Harper* v. *G. N. Haden and Sons Ltd.* [1933] 1 Ch. 298, deals with the position which arises upon an owner obstructing a highway in the course of building operations and thereby causing loss of trade to one occupying premises in the locality. Plaintiff and defendants occupied, as tenants, different parts of the same building—the latter the upper floors, the former a shop on the ground floor and a basement where he carried on business as a fruiterer. In adding another storey to their premises the defendants, having duly obtained the licence of the local authority, erected a tubular scaffolding resting on the pavement and extending along the whole of their frontage. They also put up a 7-foot wooden hoarding enclosing a space along some 9 feet of the pavement for the disposal of rubbish and building material. The plaintiff claimed that this obstruction was illegal and a public nuisance in respect of which he had suffered particular, direct and substantial

damage. At the original hearing BENNETT, J., notwithstanding findings of fact to the effect that the scaffolding and hoarding were reasonably necessary for the execution of the works and that they did not cause any greater obstruction or remain for a longer period than was reasonably necessary, held that the obstruction was illegal and that the plaintiff was entitled to maintain the action. He awarded £150 damages. The Court of Appeal reversed this decision. There are many inconveniences of a comparatively trifling character, such, for example, as those arising from the unloading of carts or the execution of repairs to houses or the re-laying of sewers, to which the public must submit without a legal remedy. It is only when operations of this kind are unreasonably prolonged that a remedy by indictment on behalf of the public, or by an action for damages at the suit of an individual who has suffered special damage as a direct result, arises. The findings of fact mentioned above, therefore, disposed of the case. The defendants disclaimed any wish to justify their actions by reason of rights conferred by statute, but LAWRENCE, L.J., thought that the plain and conclusive answer to the plaintiff's contention was "that Parliament has long since recognised that an owner of property abutting upon a public street in the metropolis and other towns cannot exercise his undoubted right of building, repairing or altering his house without (to some extent at least) obstructing and rendering inconvenient part of the street in front of his property, and has accordingly made special provision for regulating such obstructions with a view to public safety and convenience," and that the defendants had complied with the relevant statutory provisions, in the present case contained in the Metropolis Management Act, 1855.

"On Current Account."

AN interesting question touching both the law of banking and the interpretation of wills was raised recently in the Chancery Division. It is well known that a sum paid into an account should be credited to the customer within a time which, according to the course of business, is reasonably sufficient for the purpose, but some doubt may have existed as to when money is legally regarded as "in" a certain account. The decision of LUXMOORE, J., in *Re Benedetti* (as yet unreported) is of special interest as throwing some light on that point. The testator in that case had left to his wife for life "all my moneys which shall at the date of my death be on deposit or current account with" a specified branch of a certain bank. Some weeks before his death the testator had made arrangements to sell £105 National War Bonds and he had given the manager of the branch in question instructions to credit his current account with the proceeds when they should arrive. Owing to some complication, the money did not reach the bank till the day before the testator died, and was not credited till the day of death itself. LUXMOORE, J., held, despite the obvious intention of the testator and the fact that the bank had received the money before his death, that it was not "moneys . . . on current account" within the words of the will, and that it therefore fell into residue. The ground of his decision was that the mandate to the banker being terminated by the death, he no longer had any power to credit the money to a particular account. His lordship commented upon the hardship inflicted on the widow by the peculiar circumstances and he remarked that if in a similar case there were negligence on the part of the bank, which he did not for a moment suggest in this case, the disappointed legatee would have a cause of action against the bank. If ever such an action were brought it would be interesting to see whether the court would uphold *Marzetti* v. *Williams*, 1 B. & Ad. 415, in which Lord TENTERDEN, L.C.J., held the four hours between 11 a.m. and 3 p.m. to be "reasonable time" for a banker to credit an account with a sum paid in at the former hour. It is very doubtful whether in view of the modern system of multiple branch banking this hundred years' old decision would still stand. Be that as it may, this much clearly emerges from *Re Benedetti* that no matter what is the physical position of a fund, it is not "in" an account until it is actually credited there.

Marble Monuments in Churchyards.

THE Dean of Arches, Sir LEWIS DIBDIN, has recently delivered an important judgment (*Cuthbertson* v. *Parishioners of Little Gaddesden*, reported on p. 268 of this issue), in a faculty case dealing with matters which were the subject of an article in 75 SOL. J. 771, entitled "An Incumbent's Tombstone Censorship." He held, reversing the decision of the Chancellor of St. Albans diocese that the incumbent of a parish had no right to refuse his sanction to the memorial tombstone proposed to be erected in the churchyard on the ground that it was made of white marble, and that the Chancellor should have ordered a faculty to issue. There is very little authority on the subject, and none on the material of the memorial. But it is clear that the right of the incumbent to exercise a censorship over tombstones is limited to the design and the inscription. The incumbent's so-called discretion does not exist, all he can do is to say to a party erecting a memorial that they must obtain a faculty, and this can only be refused on legal grounds. From such refusal there is an appeal to the Court of Arches: *Cart* v. *Marsh* (1737), 2 Stra. 1080. In *Breeks* v. *Woolfrey* (1838), 1 Curt. 880, the court overruled an objection to an inscription on a tombstone inviting prayers for the departed, and if that is lawful in the Church of England it is a little difficult to understand why Dr. TRISTRAM refused to allow a faculty for a very similar inscription to be placed on a memorial belonging to Roman Catholics: *Pearson* v. *Stead* [1903] P. 66. In the present case there was no objection whatever either to the design—a simple vase—or to the inscription on the tombstone which Mr. G. B. CUTHBERTSON proposed to place in the churchyard to the memory of his wife and child, and had actually erected in an adjoining field, but the vicar thought he was bound by the advice given in the report of the Committee for the Care of Churchyards, which suggested that white marble was an unsuitable material for English country churchyards, and should not be "permitted." The present objection to white marble appears to be mainly on the ground that it is a foreign material, unsuitable to the damp English climate. But, even so, such monuments are not imported ready made from abroad; they are the work of English craftsmen, and white marble is the classic material of most great sculpture. As the Dean said it was too late in the day to exclude white marble from a churchyard in which 40 per cent. of the existing memorials were of that material. The advice of the most eminent committee is no more than advice which binds no one, and an objection on a ground of taste cannot prevail against the law.

The Marketing Bill and Ancient Market Rights.

THE Marketing Bill now under discussion in Parliament appears to be creating no little stir in many country towns where fairs and markets have been held from time immemorial. In particular the Incorporated Society of Auctioneers is agitating against marketing schemes as affecting the sale of live-stock. They point out that the retention of the provincial live-stock markets is imperative if the new schemes are to succeed. These markets provide ready-made machinery in first-rate working order which it would be ridiculous to scrap; moreover, to do so would mean the confiscation of the capital sunk by auctioneers in local markets, and would, in addition, be a most serious blow to country towns, many of which depend in great measure upon the weekly market-day for their prosperity. There can be no doubt that very careful consideration will have to be given to the whole subject of these marketing schemes; otherwise the very laudable attempt which is being made by the Government to assist agriculture to regulate itself to the best advantage will be in danger of missing its real object.

Criminal Law and Practice.

PUBLIC MISCHIEF.

THE recent decision of the Court of Criminal Appeal in the case of *The King* v. *Elizabeth Manley* [1933] 1 K.B. 529, 49 T.L.R. 130, raised an important and unusual question. The appellant had been convicted at the Central Criminal Court of the common law misdemeanour of unlawfully effecting a public mischief by reporting to the police details of an imaginary crime and thereby causing the police to devote their time and energy to investigating it. There were two counts in the indictment. The first concerned a statement made by the appellant to the police on 10th September, 1932, that a man, whose description she gave, had on that day struck her with his fist and taken money from her handbag. The second concerned a substantially similar statement made by her to the police five days later that a man, whose description she gave, had approached her from behind, struck her on the back, and snatched her bag containing money from under her arm.

The Recorder at the Central Criminal Court overruled the appellant's submission that the indictment disclosed no offence, remarking that it was his clear view that the act was "one which may tend to a public mischief. It would be intolerable," he added, "that the services of our police force, already hard pressed to preserve law and order in a time of increasing lawlessness, should be deflected in order to follow up charges which are entirely bogus to the knowledge of those making them. In my view," he concluded, "taking the times—you must consider the times in which we live—such an act may distinctly tend to the public mischief."

The matter came before the Court of Criminal Appeal upon a certificate granted by the Recorder for appeal on a point of law. The Court of Criminal Appeal dismissed the appeal, holding that upon the facts, which were not in dispute, the appellant's acts were "offences of a public nature," namely, "such acts or attempts as tend to the prejudice of the community" (*Rex* v. *Higgins* (1801), 2 East's Reports 5), in that the appellant had caused the police to devote their services to the investigation of an idle charge, and had put in peril such members of the public as answered, or were thought to answer, the description she had given.

That the appellant was not an isolated offender appeared from the report of the argument of the case, but it would be unprofitable here to investigate the peculiarities of imaginations so uncontrolled that they are prepared to entertain the police with a detailed history of a sequence of events that have never occurred at all. Such aspects may safely be left to the psychologist. To the lawyer the interest of the case is two-fold, practical and historical; historical, because it recalls the time when the common law did not hesitate to control and direct the social order by creating new offences without the authority of precedent or the sanction of parliament; practical, because it illustrates the extent of the control which the courts are still in a position to exercise through having to define what do, and what do not, constitute the common law misdemeanour of acts effecting a public mischief.

The historical aspect of the matter repays a certain amount of investigation. In the middle of the eighteenth century it was hotly debated in the courts as to whether the author of a published work had by common law any exclusive copyright in his work, and in an elaborate exposition of the subject in his judgment in *Miller* v. *Taylor* (1769), 4 Burr. 2303, at p. 2312, Willes, J., propounds his view of the scope of the common law in a passage which to-day would be thought remarkable, but which does not appear to have excited contemporaneous comment or criticism. Starting from the premise that justice and propriety demand that an author should enjoy a copyright in his work, Willes, J., concludes that therefore, by the common law, such a right exists. "It could only be done" he adds, "on principles of private justice, moral fitness and public convenience, which, when applied to a new subject, make common law without a precedent."

No serious lawyer would to-day support such views, yet judicially they appear to have passed unchallenged until 1854, when in the case of *Jefferys* v. *Boosey* (1854), 4 H.L.C. 815, Pollock, C.B., at p. 936, "entirely" agreed "with the spirit of this passage, so far as it required the repressing what is a public evil, and preventing what would become a general mischief," but thought there was "a wide difference between protecting the community against a new source of danger and creating a new right."

After this discouragement there appears to have been no further judicial attempt to use the common law as an instrument for creating new rights, although its capacity to "protect the community against a new source of danger" remained, theoretically at any rate, unimpaired. Since the middle of the last century, however, this capacity has to all intents remained theoretical, for with the development of parliamentary control over almost every aspect of every-day life, the necessity for using the common law to create new offences has largely disappeared, while at the same time it has become generally recognised that the employment of the common law for such a purpose must ultimately have the undesirable result of involving the judges in political controversy. The last, or about the last, occasion upon which the Bench endeavoured to use the common law to create new offences was the treatment, about 1850, of conspiracies in restraint of trade as common law misdemeanours, and the success of that particular experiment can hardly be thought to justify its repetition.

The case of *Reg.* v. *Rowlands* tried at Stafford in 1851, before Sir W. Erle, is worthy of notice in this connection. The leaders of a trade union in London, although having no immediate personal interest in the matter, had insisted that an employer at Wolverhampton should pay his men a certain rate of wages, and to compel the employer to pay the required rate had induced his men to leave his employment and others to refrain from entering his employment until the required rate was paid. The trade union leaders were indicted for a common law misdemeanour, and the summing up of Sir W. Erle can but be deplored by all who value the dissociation of the Bench from the political controversies of the moment.

But although it is unlikely that the common law will ever again be invoked to create new offences, the Bench has nevertheless a powerful instrument to hand in being able to pronounce upon what is and what is not at any given time an act tending to effect a public mischief. A long line of authority, ranging over a wide variety of subjects, recognises this offence. Thus it has been held to be a public mischief to solicit a servant to steal his master's boots (*Rex* v. *Higgins, supra*); for a baker to a military asylum to mix alum with bread (*Rex* v. *Dixon* (1814), 3 M. & S. 11); to conspire to raise the price of British Government securities by falsely spreading a report that Napoleon Bonaparte was dead and that peace would soon be made with France (*Rex* v. *De Berenger and Others* (1814), 3 M. & S. 67); to conspire to obtain a British passport by false representations (*Rex* v. *Brailsford and Others* [1905] 2 K.B. 720); and for an accused person to agree to indemnify his bail (*Rex* v. *Porter* [1910] 1 K.B. 369).

To this peculiarly assorted category *Elizabeth Manley's Case* must now be added, and although theoretically the list is capable of indefinite expansion, the multitudinous statutory offences which now burden the criminal law of this country make such expansion unlikely, while the possibility that in being required to expand it the Bench might become involved in political controversy render such expansion undesirable.

LINCOLN'S INN LIBRARY.

Lincoln's Inn Library will be closed on Friday, 14th April, and will be re-opened on Wednesday, 19th April.

Division of Loss by Land and Sea.

A RECENT article in *John O'London's Weekly*, under the arresting title of "Negligence, Wet and Dry," has drawn attention to the curious state of the law as it exists at present, under which the result of contributory negligence in cases of collision is different according as the collision takes place on land or at sea. Whereas the plaintiff in a collision action on land, if he is guilty of contributory negligence, is not entitled to recover any damages, however negligent the defendant may have been, the rule prevailing at sea is that damage occasioned by the fault of two or more vessels is apportioned amongst the wrongdoers in accordance with their respective degrees of fault; that is to say, each guilty party has to bear his proportion of the sum total of the damages. There is a captivating simplicity about the sea rule, and the mathematical fairness by which each guilty party is literally made to pay his exact share of the total damage is certainly likely to appeal to the lay mind. If the matter is to become the subject of popular discussion, therefore, it is certain that the sea rule is likely to find a considerable body of support. In these circumstances it would seem that the moment is not inopportune for a consideration of the subject by the legal profession.

The article in question, which is attractively and ingeniously written, makes a strong case for the application of the sea rule to collisions between vehicles on land. The argument is based partly on the apparent fairness of the sea rule, but more particularly on the difficulty of directing the average jury with sufficient precision as to the law of contributory negligence. The difficulty referred to is that of accurately stating the question raised by *Davies* v. *Mann*, 10 M. & W. 546, namely, whether, in spite of the contributory negligence of the plaintiff, the defendant could still have avoided the collision by the exercise of reasonable care. Strictly speaking the argument based on this difficulty is unsound, because there is no difference, in theory at any rate, between the law of the sea and that prevailing on land as to what amounts to contributory negligence. This was clearly laid down by Lord Blackburn in *Cayzer* v. *Carron Co.*, 9 App. Cas. 873, and more recently by Lord Birkenhead in *Admiralty Commissioners* v. *S.S. Volute* [1922] 1 A.C. 129; indeed it is significant that these two leading cases on the subject of contributory negligence should both have arisen in relation to collisions between ships. In practice, however, there is some justification for the argument, because the Admiralty Court, when dealing with collisions at sea, has not always in point of fact approached cases of contributory negligence in quite the same way as the courts of common law. The Admiralty Court has always been reluctant, where both parties to a collision have been clearly at fault, to analyse the sequence of events with the same nicety as the courts of common law, so as to throw the whole blame on to one or other party under the rule in *Davies* v. *Mann*. On the contrary, where both vessels have been at fault, the tendency of the court has been to pronounce a "both-to-blame" decree without inquiring further. This may be due to the fact that the introduction of steam brought increased speed to sea travel long before the motor car increased the speed of travel by land, so that the judges of the Admiralty Court were brought to realise, earlier than their common law brethren, that in dealing with two objects moving at speed it is no longer possible in the ordinary case to analyse the sequence of events minutely into the stages required by the principle of *Davies* v. *Mann*. At any rate this aspect of the matter appears only recently to have been appreciated in relation to collisions between vehicles on land, and the opinion of Lord Hailsham in *Swadling* v. *Cooper* [1931] A.C. 1, may be taken as a somewhat belated recognition of the fact that, in dealing with the typical case of collision between motor vehicles on land, where the whole action takes place within a few seconds, and sometimes within the space of a single second, there is no room for the application of the doctrine of *Davies* v. *Mann*.

If the reasoning on which this recent decision is founded is generally followed in dealing with the ordinary case of a collision between motor cars, the practice, as well as the theory, of the Courts of Admiralty and Common Law in relation to contributory negligence will be brought into line. The House of Lords laid down that the crucial question in the particular case was "whose negligence was it that substantially caused the injury?" Since *Swadling* v. *Cooper* may be regarded as a typical case of a motor car collision, it seems that this must be the crucial question in the great majority of collision cases on land, as it always has been at sea. A jury which thinks that both parties were substantially at fault will presumably be invited to say so without further refinement. If, therefore, the same procedure is to be followed up to this point in both land and sea collisions, why should it not be followed throughout, and why should the result in damages be different? It cannot be argued that the existing diversity of result is innocuous on the ground that ship collisions and land collisions are so different as to be capable of being kept in watertight compartments. Ships do frequently collide with objects on land, and such collisions may be due to negligence on both sides, as, for instance, where a negligent ship collides with a swing-bridge which is being negligently operated. In such a case the bridge not being a vessel, the common law rule has to be followed, and neither party can recover any portion of the damage. Is it not absurd that the liability of the owner of the negligent ship should depend on the fortuitous circumstance that the object collided with happens to be a land structure and not another ship?

Before considering the respective merits of the land and sea rules, it is perhaps important to notice that if either rule is to be altered, so as to attain uniformity between the two, it must be the land rule. The sea rule, which in its present form dates from the Maritime Conventions Act, 1911, was adopted in pursuance of an international convention, to which this country was a party, with the object of bringing the law of this country into line with that of most other maritime states. It could not, therefore, be altered without upsetting the valuable international uniformity which has been attained at sea.

The sea rule of apportionment of damage in accordance with the degrees of fault, besides being superficially fairer, is logically more correct than the rule prevailing on land. It is a commonplace that damage is the gist of the action for negligence. It would seem to follow logically that, where a given sum total of damage is occasioned by the negligence of two or more persons, each of the negligent persons should contribute to make good the damage to the extent to which he is at fault. From this point of view the common law rule is logically wrong, because it looks only to the particular damage in respect of which each party is suing and fails to regard the sum total of damage as a whole. The incidence of damage as between each particular party is purely fortuitous. It may even happen that one of two negligent persons may be fortunate enough to sustain no damage, in which case the other is left to bear the whole loss, although his fault may be trifling compared with that of his opponent. The logic of such a situation surely calls for a division of the damage between the wrongdoers in accordance with their degrees of fault.

It is frequently objected that the sea rule is wrong in principle because it enables one or other of the tort-feasors to recover damage and thus defies the rule that no man may take advantage of his own wrong. This objection has nowhere been more powerfully put than by the late Mr. Registrar Roscoe in his book on the "Measure of Damages in Maritime Collisions" (3rd ed., pp. 23-26). On the face of it this objection is plausible, because, the damages of the two parties never being precisely equal, one or other must always recover

something on balance. But the argument is fallacious because, although the account is balanced by a single payment from one party to the other, each party is in effect paying something into the common pool in respect of his own negligence. Equally each party recovers something from the common pool, not however in respect of his own wrong, but in respect of that of his opponent. The party who on balance receives a payment from his opponent is only receiving the damages payable in respect of his opponent's tort, and his recovery is in fact diminished to the extent to which he is liable to pay damages for his own tort. Viewing the matter in this light it is difficult to see how the sea rule can be said to allow a tort-feasor to recover damages in respect of his own wrong. It is further to be remembered that the actual settlement of the damages in all collision actions, whether by land or sea, is in practice always effected by innocent parties, namely insurers. It is true that theoretically it is not permissible in a collision action to take into account the fact that either party is insured; by a fiction of law the nominal parties must always be treated as the real parties, and must be regarded as though they were uninsured. Since the introduction of compulsory third party insurance of motor cars, however, the preservation of this fiction is a little difficult to justify; and if regard is paid to the actual state of facts, namely, that the settlement of collision damages always takes place between insurers, it becomes obviously absurd to suggest that, if the sea rule of damages were applied to collisions on land, anybody would be given the right to take advantage of his own wrong.

Perhaps the most unsatisfactory feature of the existing common law rule is the position which arises when an innocent party is injured by the negligence of two or more tort-feasors. The sea rule and the rule on land agree in saying that the innocent party may recover the whole of his damage from any one of the tort-feasors. By the sea rule, however, the tort-feasor who is thus compelled to pay the whole of the damage is entitled under the rule laid down in *The Cairnbahn* [1914] P. 25, to recover a contribution from his fellow tort-feasor in accordance with the proportion in which the latter was to blame. On the other hand, it is a matter of extreme doubt whether, under the common law rule on land, the tort-feasor who is compelled to pay the innocent party in full has any redress against his fellow tort-feasor. The view which generally prevails is that he has no redress, this result being somewhat loosely said to follow from the rule laid down in *Merryweather* v. *Nixan*, 8 T.R. 186, that there shall be no contribution between tort-feasors. But in view of the limitations to which that so-called rule has been subjected during its chequered history, it seems rather more accurate to regard it as merely another aspect of the common law view of contributory negligence. Thus the tort-feasor who has paid the whole of the claim of the innocent party is debarred from recovering any contribution from his fellow tort-feasor because the damage in respect of which he is claiming (i.e., the payment to the innocent party) has been contributed to by his own negligence. If this view is correct, the result is that the fortunate tort-feasor, who has not been called upon to pay in the first instance, and who may be at fault to an equal or even greater degree, escapes scot free, a consequence for which there can be no justification in logic or equity.

It would seem, therefore, that the sea rule of proportionate liability for damages in cases of contributory negligence is both more logical and more equitable than the rule prevailing on land, and that there is considerable force in the suggestion that the latter should be altered accordingly. This result could, of course, be achieved only by legislation, but such legislation would surely come as an appropriate sequel to the decision in *Swadling* v. *Cooper*. A jury which is directed to find in the case of a collision between motor cars whose negligence it was "that substantially caused the injury" can logically only give a complete answer to the question if, having arrived at the conclusion that both parties were substantially at fault, it is required to say what degree of fault was attributable to each. Juries should find that question no more difficult, and they would assuredly feel that it was more satisfactory, than some of the conundrums which they have hitherto been required to solve. The blame for collisions, and with it the liability for damages, would be fixed where it really lies, and the possibility of glaring cases of injustice such as now not infrequently arise, where the greater damage may be left to be borne by the less guilty party, would be avoided.

Bills of Sale and the Law of Distress.

To what extent are goods comprised in a bill of sale privileged from distress? Any attempt to answer this question must distinguish, in the first place, between the purposes for which distress is levied, and, in the second place, between the types of bills, and, finally, the effect of irregularities in the bill itself must be considered.

I. Distress for Rent.

By s. 4 of the Law of Distress Amendment Act, 1908, the protection against distress conferred by that Act upon goods of lodgers, under-tenants and third persons is expressly withdrawn from all "goods comprised in any bill of sale made by the tenant." Such goods are thus freely distrainable by the landlord, and it matters not whether the document be an absolute bill of sale or merely one given by way of security. But, clearly, the bill must be made "by the *tenant*," and it is submitted, on the analogy of hire-purchase cases such as *Shenstone* v. *Freeman* [1910] 2 K.B. 84, and *Rogers, Eungblut & Co.* v. *Martin* [1911] 1 K.B. 19, that goods comprised in a bill made by the wife or husband of the tenant would be *within* the general protection of the Act and thus exempted from distress.

But what if such a bill (i.e., granted by the husband or wife of a tenant) is defective in form, for example, as not stating the consideration, or lacking attestation or registration? If it be a bill given by way of security, then the fact of such irregularity rendering the bill void as against *all* parties (Bills of Sale Act, 1882, ss. 8 and 9) clearly makes goods comprised therein liable to be distrained upon if situate in the demised premises. On the other hand, if it be an absolute bill of sale, the presence of such defects renders the document void only as against the persons specified in s. 8 of the 1878 Act; a landlord distraining for rent is not within the classes so specified, and it is therefore submitted that the bill is perfectly valid as against him.

II. Distress for Rates.

The extent to which a bill of sale affords protection against distress for rates is not, at present, a matter free from doubt. It is, however, submitted that the position may be summarised in this way:

Under the Bills of Sale Act, 1878, bills complying with the regulations laid down thereunder afforded complete protection to all goods within their ambit against distress for rates of all kinds. But what if these regulations as to attestation, registration and so on were not observed? By s. 8 of the Act it was provided that in such a case,

> "such bill of sale, as against . . . all sheriffs' officers and other persons seizing any chattels comprised in such bill of sale, *in the execution of any process of any Court authorizing the seizure of the chattels* of the person by whom or of whose chattels such bill has been made, and also against every person on whose behalf such process shall have been issued, shall be deemed *fraudulent and void* so far as regards the property in or right to the possession of any chattels comprised in such bill of sale which, at or after the time

of . . . executing the process . . . are in the possession or apparent possession of the person making such bill of sale . . ."

Arrears of rates are recovered by means of the issue of a distress warrant by the magistrates, authorising the seizure and sale of the defaulter's goods in satisfaction of such arrears. Now, assume a bill of sale defective under the 1878 Act because of lack of attestation or other irregularity; contrary to what is commonly thought, such a bill is void only as against certain specified persons, the relevant persons for the present purpose being "persons seizing any chattels . . . *in the execution of any process of any Court*." The question that suggests itself may be expressed thus: *Is the seizure of goods under a distress warrant for arrears of rates "execution" so as to render this bill of sale void as against the person so seizing?* Stroud's "Judicial Dictionary," Vol. II, contains the statement that, "An 'execution' proceeds from a judgment and does not include a distress for rent or other cause." But it is to be observed that the case cited in support of this statement, *Ex parte Birmingham and Staffordshire Gas Co., Re Fanshaw* (1870), L.R. 11 Eq. 615, turned on the interpretation of the word "execution" in the phrase, ". . . any action, suit, execution or other legal process . . ." contained in the Bankruptcy Act, 1869. Reverting to s. 8 of the Bills of Sale Act, 1878, however, it is submitted that the word "execution" is not there used in this strict technical sense; the words are ". . . in the execution of any *process* of any Court." Apart from the machinery provided by s. 261 of the Public Health Act, 1875, the issue of a distress warrant is the only "process" open to the court whereby arrears of rates can be recovered, and the execution of such a warrant is, it is submitted, an "execution" within the meaning of the 1878 Act. One may also note, in this connection, that in *Hutchins* v. *Chambers* (1758), 1 Burr. 579, Lord Mansfield, in holding that beasts of the plough were distrainable for poor rates, said, at p. 582, "This is *similar to an execution*, and essentially different from a distress at common law."

The Bills of Sale Act (1878) Amendment Act, 1882, which does not apply to bills of sale given otherwise than by way of security for the payment of money, provides by s. 14 thereof as follows: "A bill of sale to which this Act applies shall be no protection in respect of personal chattels included in such bill of sale, which but for such bill of sale would have been liable to distress under a warrant for the recovery of taxes and poor and other parochial rates." But in *Richards* v. *Kidderminster Overseers* [1896] 2 Ch. 212, the general district rate of an urban authority was held not to be a tax or poor or other parochial rate within the meaning of that section, being imposed in respect of a district which might or might not include one or more parishes or which might have included only part of a parish. Probably this decision still holds good regarding private improvement rates and water rates, these being the vestiges of the now extinct "general district rate."

By the Rating and Valuation Act, 1925, s. 2, the rating authority of each urban rating area was (in lieu of the poor rate and any other rate which they were empowered to levy) authorised to make and levy for their area a consolidated rate, to be termed the "general rate," which ". . . shall be . . . recoverable in the same manner in which at the commencement of this Act the poor rate may be recovered" (s. 2 (3)). And, by s. 3 (2), all the provisions (with certain irrelevant exceptions) of the 1925 Act relating to the "general rate" are also made applicable to any "special rate." It is clear, therefore, that goods comprised in a bill of sale given by way of security are open to be distrained for arrears of "general rate" or of any "special rate."

Summarising this portion of our subject, the position may be expressed thus:—

(1) Goods comprised in a valid absolute bill of sale cannot be distrained for rates of any kind;

(2) Goods comprised in an absolute bill of sale lacking in attestation or registration or otherwise defective may be seized and sold under a distress warrant for arrears of rates of any kind;

(3) Goods comprised in a valid bill of sale given by way of security only may be seized for arrears of the "general rate" or of any "special rate" only; but (*semble*) *not* for arrears of any other rates, such as those in respect of private improvements or water.

(4) Goods comprised in a bill of sale given by way of security only, and lacking in attestation or registration or suffering from some other technical defect, are freely distrainable for rates of all kinds, since such a bill is wholly void (1882 Act, s. 8).

III.—Distress for Taxes.

As already noted, s. 14 of the Bills of Sale Act, 1882, renders goods comprised in a bill of sale given by way of security only liable to distress for the recovery of "taxes." That provision is quite general and definite and obviously applies to taxes of any kind.

Regarding absolute bills of sale, however, it must be borne in mind that taxes fall into *two* categories, previously designated in these columns (*sub. nom.* "Distress for Taxes," vol. 76, p. 824) as "real" and "personal" taxes; and the goods liable to distress are determined according to the kind of tax sought to be recovered. The rules on the subject may be expressed thus: *If the tax be charged upon the premises ("real" tax), all goods situate on the premises at the time of levy are liable to be seized. If the tax be charged upon the person and not upon the premises ("personal" tax), only such goods as are the property of such person are liable to be seized.*

Since a bill of sale imports a transfer of *property*, it would appear that goods comprised in an absolute bill cannot be distrained for "personal" taxes (since they are no longer the property of the defaulting ratepayer), though they may be for "real" taxes if situate on the premises in respect of which the tax is charged.

The last question that remains to be answered is this: If an absolute bill be defective in form, does it avail to protect goods against distress for "personal" taxes? As already premised, the Act of 1878 makes such a bill void only as against (*inter alia*) "all sheriffs' officers and other persons seizing any chattels . . *in the execution of any process of any Court authorising the seizure of the chattels* . . ." Now the collector's authority to distrain is derived from s. 162 of the Income Tax Act, 1918; he is, on his appointment, given a general power to distrain, and then—

". . . after obtaining a warrant for that purpose, under the hand and seal of the general commissioners" (s. 162 (3))

he may break open the premises of the defaulter. The answer to the question raised above, therefore, depends upon whether the general commissioners can be said to constitute a "court." Clearly, they often act in a judicial capacity (s. 137 (1)), but it has been held that neither the justices at a licensing meeting (*Boulton* v. *Kent Justices* [1897] A.C. 556) nor a poor rate assessment committee (*R.* v. *St. Mary Abbotts* [1891] 1 Q.B. 378) is a "court." In view of these decisions one can only express the purely personal opinion that, owing to the more extensive judicial functions exercised by the commissioners, they do indeed constitute a "court," so that any person executing a distress warrant granted by them would be within the provisions of s. 8 of the Bills of Sale Act, 1878, and could therefore avoid any bill not made in accordance with the formalities prescribed by that Act.

Mr. Charles Frederick Lowenthal, K.C., of Elm-court, Temple, and Drayton-gardens, S.W., Treasurer of the Middle Temple and Recorder of Hull, left estate of the gross value of £24,995, with net personalty £24,457.

Company Law and Practice.

FORFEITURE OF SHARES—I.

CLXXVII.

In dealing with a company's lien on its shares, I pointed out last week that the proper method of enforcing the lien is by sale of the shares, and that forfeiture for non-payment of debts is not permitted by the law. But a power to forfeit for non-payment of calls or instalments of calls is usually given by the articles, and forfeiture on this ground is explicitly recognised by the Companies Act, 1929 (s. 108 (3) (*i*), and Table A, clauses 23-29). Unless given by the articles, there is no such power; otherwise it would be possible for a shareholder to cease to be a member of the company in some way authorised neither by the Act nor the articles.

Further, a power of forfeiture where given by the articles is construed with the greatest strictness by the court. In *Johnson* v. *Lyttle's Iron Agency*, 5 Ch.D. 687, James, L.J., said: "It was the established rule of the Court of Chancery and of the Courts of Common Law that no forfeiture of property could be made unless every condition precedent had been strictly and literally complied with. A very little inaccuracy is as fatal as the greatest."

In that case, in accordance with the company's articles, notice was sent to a shareholder that if he did not pay the amount of a call, together with interest from the date of call, his shares would be liable to forfeiture. The notice was held bad because it claimed interest from the date of call, whereas by the articles interest was payable only from the day appointed for payment of the call. But whilst the non-observance of formalities in exercising the power may entitle the shareholder to object to the forfeiture as irregular, the company will not be entitled for that reason alone to claim to continue to hold the shareholder liable as a contributory, and may indeed be liable to him in damages (*New Chile Gold Co.*, 45 Ch.D. 598).

Not only must the formalities be strictly observed, but the purpose of the particular exercise of the power must be in accordance with the purposes contemplated by the articles. The power is intended to be exercised when it is expedient in the interests of the company, not in the interest, or supposed interest, of the shareholder; its object is to give the directors additional means of compelling payment of calls, and in substance the shares are made a security to the company for the money becoming due from time to time from the shareholder. Thus, in *Re Agriculturist Cattle Insurance Company, Stanhope's Case* (1866), 1 Ch. App. 161, the directors had by the articles the power of declaring forfeited the shares of any shareholder who neglected or refused to pay his calls. A shareholder wished to retire from the company, and it was arranged that on payment by him of a sum of money his shares should be declared forfeited under this clause for non-payment of a call which had been made. The money was paid and the shares transferred to the company. Twelve years later the company was wound up. It was held that the shareholder ought to be placed on the list of contributories, as the arrangement was not within the power of the directors, and was a fraud on the other shareholders. Lord Cranworth pointed out that the forfeiture clause referred only to the case where the directors were unable to obtain payment of the call, and was not intended to supply them with machinery whereby under the pretence of forfeiture they might be able to rid continuing shareholders of their liability to contribute.

This raises the difficult and doubtful question as to how far, if at all, a company can exceed the limits within which a power of forfeiture is exercisable by accepting a surrender of its shares. If shares which are liable to a forfeiture are surrendered merely as a short cut to forfeiture, the surrender appears to be valid; but if the surrender is made for any consideration given by the company, it amounts to a sale to the company, and is consequently invalid: *Trevor* v. *Whitworth*, 12 A.C. 409, where, at p. 438, Lord Macnaghten said: "I conceive there can be no objection to the surrender of shares which are liable to forfeiture. A surrender of shares in return for money paid by the company is a sale, and open to the same objections as a sale, whatever expression may be used to describe or disguise the transaction."

So in *Bellerby* v. *Rowland* [1902] 2 Ch. 14, there was a *bonâ fide* surrender of partly paid shares which the Court of Appeal held to be invalid, and the same view was expressed that, whilst forfeiture was the only exception to the rule that a reduction of capital can only be effected when sanctioned by the court under the Companies Acts, yet a surrender under circumstances which would justify a forfeiture is merely equivalent to a forfeiture. Stirling, L.J., appeared to consider that he was wrong in deciding in the earlier case of *Eichbaum* v. *City of Chicago Grain Elevators* [1891] 3 Ch. 459, that a surrender of fully paid ordinary shares in exchange for fully paid preference shares was valid. Nevertheless, Warrington, J., in *Rowell* v. *John Rowell & Sons Ltd.* [1912] 2 Ch. 609, held that, where the holders of 6 per cent. fully paid preference shares surrendered them to the company in exchange for fully paid 5 per cent. preference shares, the surrender, inasmuch as it did not involve any reduction of capital and did not amount to a purchase of its own shares by the company, was valid; this decision, however, has been much criticised. And apparently it is possible to effect a valid surrender by voluntarily transferring fully paid shares to a person to hold as trustee for the company (*Kirby* v. *Wilkins* [1929] 2 Ch. 444).

The result seems to be that, although, as was said in an early dictum, each case of surrender must be determined on its own merits, it would be very unwise for a shareholder to surrender, or for a company to accept a surrender of, shares in any circumstances other than those in which it is entitled by its articles of association to exercise a power of forfeiture; and certainly, where such a surrender results in a purchase by the company of its own shares, or in a reduction of its capital, the surrender will be *ultra vires* and invalid.

(*To be continued.*)

A Conveyancer's Diary.

Meaning of "Others or Other" in Class Gifts.

The meaning of the expression "others or other" used in a will with reference to a class has been the subject of a recent decision. The authorities on this point appear to be conflicting.

In *Re Hagen's Trusts* (1877), 46 L.J. Ch. 665, the facts were that a testatrix having two daughters A and B and three sons, C, D and E, bequeathed a fund upon trust for A for life, and after her death for her children with a gift over in default of children "to the others or other of them the said B, C, D and E equally to be divided between or amongst them if more than one." The will contained a like bequest in favour of B and her children with a like gift over "to the others or other of my children, that is to say, A, C, D and E equally to be divided between or amongst them if more than one."

A died a spinster. C and D predeceased her.

It was argued that the words "others or other equally to be divided between or amongst them if more than one" pointed to a possible reduction of the class to take and showed that only those of the children who survived A were entitled.

Hall, V.-C., held that the words "others or other" could not be read as meaning "survivors or survivor" at the death of A, and that upon her death the fund became divisible in fourths, the executors of the deceased sons taking a share apiece. After stating the conclusion at which he had arrived, his lordship said: "The contrary construction is unnatural and would defeat the plain intention of the testatrix, for it would entirely exclude the children of a daughter dying in

the lifetime of the tenant for life. The principal argument in favour of the petitioner's contention is that founded on the words 'equally to be divided between or amongst them if more than one,' which words, it was said, point to survivorship. But those words are ordinarily used to give a tenancy in common instead of a joint tenancy, and merely import that an equal distribution is intended, and I cannot merely, because of them, alter the meaning of 'others or other' and vitiate the intention of the testatrix."

On the other hand, in *Re Chaston* (1881), 18 Ch. D. 218, a different construction was adopted.

There, a testator gave his residuary estate to trustees to pay the income to his wife for life or until remarriage. Upon her death or remarriage the estate was to be divided into nine parts, and the trustees were directed to pay one of such parts to each of eight of his children, and as to the other ninth part, to pay the income thereof to another child, his son Robert, during his life. The will proceeded: "And I do hereby direct and declare that, in case of the death of any one or more of my said sons and daughters before the said legacies and bequests hereinbefore by me given and bequeathed to them or any part thereof or the death of my said son Robert before the said dividends, interest and income arising from the aforesaid trust moneys, stocks, funds and securities in which a life interest is hereinbefore given to him shall become due and payable by this my will or at any time after they shall have become due and payable, without leaving issue lawfully begotten, they my said trustees and the survivors and survivor of them and the executors or administrators of the survivor of them shall stand and be possessed of the said legacies and bequests of him, her or them so dying or so much thereof as shall not have been paid to him, her or them and of the moneys hereinbefore directed to be put and continued out at interest for the benefit of my said son Robert in trust for the others and other of them to be equally divided between them my said children (if more than one) share and share alike."

All the nine children of the testator survived him and also survived his widow. Seven of the other eight children predeceased Robert. Two of such seven children died without leaving issue. Robert died without issue.

The primary question was with regard to Robert's share. The whole of that share was claimed by the child of the testator who survived Robert reading "others or other" as meaning those who were living at the time of the death of Robert without issue.

Fry, J., in the course of his judgment dealt with the various constructions which might be put upon "others or other." His lordship's comments are interesting in view of what was said in the judgment of Hall, V.-C., in *Re Hagen*.

The learned judge said: "The gift over is to 'the other and others of my said children.' Other than whom? *Primâ facie* it would seem to mean other than the child who has died or, to take the particular case, other than Robert, in which case it could go over to the other eight children. But the difficulty in the way of that construction is this that the testator has clearly contemplated that the class to which it is to go over will be, or may be, a diminishing class, and may consist of one person only, because it is to go to the 'others or other,' and to be equally divided between them if more than one. It cannot, therefore, in my judgment, include the whole of the children other than the child on whose death the gift over is to take place." Pausing there, it may be pointed out that similar language, indicating a possible diminution of the class, was used in *Re Hagen's Trusts*, but Hall, V.-C., considered that they were no more than the ordinary words used to create a tenancy in common as distinguished from a joint tenancy. Fry, J., continued: "I must introduce some words of contingency or in some way make the class one which may diminish by death or by some other event. It is suggested on behalf of the plaintiff that the words 'others or other' should, therefore, be read survivors or survivor, and, of course, that would diminish the class and would render sensible the expression 'if more than one.' It is suggested, on the other hand, that the class consists of all the children other than the children who die or have died without leaving lawful issue, and as that would be a diminishing class, full effect would be given to the words 'if more than one.' It is not very easy, perhaps, to choose between the two constructions, but I think the latter is the better one, and that the words 'others and other' mean the children other than those upon whose death the gift over is to take effect." The result was that the representatives of the two children who predeceased Robert without having issue took nothing, but his share was divisible into sixths.

It may be observed that *Re Hagen's Trusts* does not seem to have been cited to Fry, J.

I may say in passing that Fry, J., also held that the gifts over of the legacies or of so much thereof as should not have been paid or received by the legatees were not void for uncertainty, because the words referred not to the time of actual payment or receipt but to the time when it was the duty of the executors to pay the same.

I now turn to a recent case in which both the authorities which I have mentioned were referred to—*Re Crosse* [1933] W.N. 36.

A testator bequeathed a fund to trustees upon trust to pay one fifth part thereof to the trustees of a daughter's marriage settlement and as to the residue to pay the income to his four other daughters in equal shares during their respective lives, and after the death of each of his said daughters then as to the share the income whereof was given to her upon trust in favour of her children, if any. And, in case there should be no child or other issue of any of his said daughters, who should attain a vested interest, then upon trust for the "others and other" of his (the testator's) children, including sons as well as daughters. Each of the daughters had power to appoint a life interest to a surviving husband.

The testator left seven children, two sons and five daughters.

Both the sons died. One of the four daughters who took an interest in the settled fund referred to died without leaving issue, but leaving a husband who was entitled to a life interest in her share.

Another daughter died without issue and her husband also died.

Luxmoore, J., held that the share of the daughter lastly mentioned was divisible into five equal shares, one share going to the estates of each of the sons, and the remaining three shares to the three surviving daughters, the estate of the daughter who had died without issue (but whose husband survived) not taking any share.

In his judgment the learned judge practically adopted part of what Fry, J., said in *Re Chaston*, and stated that he preferred to follow the decision in that case rather than that in *Re Hagen's Trusts*.

It appears, therefore, that it must now be taken that the construction of "others or other," in a like connection, adopted in *Re Chaston*, is the correct one and not that which Hall, V.-C., in *Re Hagen's Trusts*, thought was so obviously right. I have only to add that, whilst *Re Hagen's Trusts* was not referred to in *Re Chaston*, the contention which prevailed in the latter case was not put forward so far as appears from the report, in *Re Hagen's Trusts*.

Landlord and Tenant Notebook.

Agricultural Holding: The Term.

A CONTRACT of tenancy, says s. 57 (1) of the Agricultural Holdings Act, 1923, means a letting or agreement for letting land for a term of years, or for lives, or for lives and years, or from year to year. What is the position of a letting or agreement for letting land for one year exactly?

Only one reported decision, that of the judge of Biggleswade County Court in *Lockhart* v. *Osborn* (1892) 36 SOL. J. 365,

provides us with any authority on this point; and most text-book writers incline to the opposite view to that taken by the County Court judge.

The facts were that the plaintiff claimed compensation under the Act of 1885, in which the definition of "contract of tenancy" was the same, and that he had held and occupied his farm for one year certain. The claim was for improvements by application of purchased manures, etc. The judgment, though it refers to s. 1 of the Interpretation Act, 1889, by which words in the plural include the singular, so that a lease for years would include a lease for a year, is based largely on the learned judge's view of the intention of the Act—gathered, of course, from its provisions. Examining those which give the tenant a right to compensation, he observed that they included one by which a tenant who had passed the commencement of the last year of his tenancy, or a tenant under notice to quit during the currency of the notice, could qualify for compensation for this particular improvement, which was excluded from the general exception of improvements commenced with the last year. And if he were not so entitled, he would be induced to starve the land. Admittedly the statute could not be made to apply for a tenancy of less than a year, but that was so rare an event that Parliament had not seen fit to provide for it.

It must be remembered that the provisions for compensation were not so closely allied to those restricting notices to quit in the 1883 Act as those in force to-day. Not only were the 1883 restrictions less comprehensive—they applied only to tenancies determinable by a half-year's notice—but the parties could contract out of them. The provisions relating to compensation were for the first time made subject to a prohibition of contracting out; consequently the judgment could hardly be expected to make reference to the others. While, if the question were argued to-day, support for the landlord's contentions would probably be sought in s. 23 of the present Act, which makes a year's notice to quit compulsory in all tenancies for a term of two years or upwards. It would be argued that Parliament, intending to benefit farmers and agriculture, had sought to bestow certain inalienable rights upon farm tenants; that there was naturally some limit to the scope of the benefits conferred; and that the same minimum interest should qualify for both kinds of benefits, those relating to improvements and those affecting security of tenure.

Indeed, an *obiter dictum* of A. L. Smith, L.J., in *King* v. *Eversfield* [1897] 2 Q.B. 475, at p. 479, runs: "It seems to me, speaking for myself, that the meaning of the legislature was that a tenant should not be entitled to compensation under the Act if his tenancy was less than a tenancy from year to year."

The answer to this is that, whatever be the definition of "contract of tenancy" in the interpretation section, that of "holding" makes no reference to length of tenure at all. Further, where the expression "contract of tenancy" occurs in the sections dealing with compensation for improvements, it occurs only in connection with restrictions on and qualifications of the rights brought into being. Hence it is legitimate to infer—if this is a case in which intentions may be examined—that Parliament deliberately distinguished separate species of the genus agricultural holding when conferring different benefits; and that while a tenancy expiring or determinable within two years is not artificially extended unless twelve months' notice be given, a tenant who holds for a year may recover in respect of applied manures, and one who holds for more than one year but for less than two years may be entitled to compensation for other improvements as well.

I would, however, discount or modify the suggestion as to "starving the land" made in the County Court judgment referred to. No tenant has a right to starve land, nor can he claim money for not having starved it. This part of the judgment overlooks the fact that added value to an incoming tenant is essential.

Our County Court Letter.

THE SCOPE OF THE SILICOSIS SCHEME.

(*Continued from* 77 Sol. J. 44.)

The effect of *White* v. *Winterton Pottery* (*Longton*) *Limited* (1932), 25 B.W.C.C. 129, was considered in the recent case of *Newman* v. *Thynne*, at Hereford County Court. Judgment had already been given for the respondents (in February, 1932) in accordance with a certificate of the Medical Board (under the Silicosis and Asbestosis Medical Arrangement Scheme, 1931), and also in conformity with the original decision of His Honour Judge Ruegg, K.C., in the first-named case, *supra*. By reason of the successful appeal in the latter case, a fresh application was made in *Newman* v. *Thynne* for compensation (at the rate of £1 7s. 3d. per week) from the 17th February, 1932, on the grounds that (*a*) the facts were identical with *White* v. *Winterton* (*supra*), and (*b*) the medical certificate was therefore waste paper. The case for the respondents was that, however great the hardship, the matter was *res judicata*, but His Honour Judge Roope Reeve, K.C., held that the applicant was entitled to call further evidence, at a date to be fixed.

THE VALIDITY OF PRICE MAINTENANCE AGREEMENTS.

(*Continued from* 77 Sol. J. 134.)

In *Poll* v. *Sawyer and Son*, recently heard at Beccles County Court, the claim was for £2 3s. 9d. as the balance of the price of milk, which the defendant had agreed to buy at "current market prices ruling from time to time." The case for the plaintiff was that (1) the Beccles and District Milk Producers and Retailers' Association had fixed the summer price at 1s. per gallon (delivered at the retailer's dairy) and 11d. per gallon if fetched from the farm; (2) on the prices being subsequently raised to 1s. 1d. and 1s. the defendants had deducted the extra pennies, which were the subject of the above claim. Corroborative evidence (as to the increase in price) was given by the chairman of the Association, which was stated to comprise 90 per cent. of the producers and over 60 per cent. of the retailers. The defendants' evidence was, however, that milk was still obtainable at 1s. per gallon, and this was corroborated by three dairymen, who appeared on subpœna. It was therefore contended that (*a*) the current market price was 1s. and not 1s. 1d.; (*b*) the extra penny was to cover the cost of delivery, which had not been incurred, as the defendants rented the dairy on the plaintiff's farm. His Honour Judge Herbert Smith remarked upon the indefinite nature of the agreement (which the parties had drawn up themselves), and he also pointed out that the resolution of the Association bound no one, and was more honoured in the breach than the observance. Judgment was therefore given for the defendants, with costs.

PERSONAL INJURIES FROM DANGERS UNDERFOOT.

(*Continued from* 77 Sol. J. 152.)

In the recent case of *Broadhurst and Another* v. *Woods*, at Manchester County Court, the claim was for damages for negligence, whereby the female plaintiff (the wife of the first plaintiff) had sustained two broken ankles. The evidence was that (while in the hotel of which the defendant was licensee) the female plaintiff had placed her hand against a door, which proved to be unfastened, and she thus fell down some steps into the cellar. The defence was that the accident was due to the female plaintiff's own negligence, in deviating from her path. His Honour Judge Leigh observed that a landlord's duty was to make his premises reasonably safe for anyone using reasonable care. Although there had been no need for the plaintiff to make the deviation, the defendant was negligent in not posting a warning notice on the door, so that the plea of contributory negligence failed. Judgment was therefore given for the plaintiffs for £85, and costs

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Anyone who studies legal biography must notice the peculiarly peaceful deathbeds of most of the great lawyers. The tragedy of Willes, the terror of Jeffreys, the eccentric ejaculation of Thurlow stand in striking contrast to the great majority, of which the end of Lord Langdale, as told by his daughter, is typical. When the first fatal symptoms appeared, he guessed the truth, for he had qualified in medicine before he came to the Bar. "What is it you fear?" he had asked his doctor, "Is it paralysis?" On the 10th April, 1851, he had gone to Tunbridge Wells, and seemed better. "Fallacious appearance! About two o'clock the next morning, he was seized by the fatal paralysis which almost instantly rendered him speechless and utterly disabled the right arm, side and leg . . . Till the morning of Wednesday, Lord Langdale seemed no worse . . . but from that moment the case was changed. In spite of stimulants constantly administered, he sank gradually but surely, from hour to hour. Calm, sublimely patient, he retained his perfect consciousness and, doubtless quite aware of the impossibility of recovery, he awaited the hour of death with entire resignation and without betraying impatience by a single gesture throughout this trying week. On the morning of Tuesday, the 18th April, the early rays of the sun streamed into the chamber of death. At eight o'clock Lord Langdale was no more." Only three weeks before he had handed to the Lord Chancellor at Lincoln's Inn his resignation of the office of Master of the Rolls.

BEARING THE PALM.

The approach of Eastertide always brings to my mind a curious little incident illustrating a peculiar trait of that austere, grim-looking, but essentially human and light-hearted judge, Mr. Justice Day. One Palm Sunday found him on circuit at Liverpool, where, of course, he attended Mass. According to Roman Catholic custom, palms were distributed, and, in honour of his position, he was allotted one of the very tall ceremonial palms usually borne by the clergy only. After the service, it was proposed to send it to the judge's lodging, but with characteristic unconventionality he insisted on carrying it away himself, remarking: "Palmam qui meruit ferat."

FROM BENCH TO SADDLE.

It is a pity that there were absent from the Bar Point-to-Point races, run at Kimble on the 8th April, Lord Darling, one of the originators of the meeting, and Lord Trevethin, who marked out an uncommonly stiff course at Hoppingwood Farm when the event was inaugurated in 1895. The innovation of thirty-eight years ago drew from "The Pink 'Un" an observation on the novelty it was for members of the criminal classes "to watch the man who prosecuted you at the Sessions breaking his blooming neck at the open ditch, to gaze at a Puisne Judge in topboots or to 'buz' a Lord Chancellor for his 'clock.'" Indeed it is said that on the great occasion in 1922, when Roche, J., and their honours Judge Farrant and Judge Roope Reeve were all in the water together at the water jump, an enthusiastic spectator declared that after seeing three judges together in a ditch he didn't mind being "locked up for a lifer." Despite a recent fall while out with the Heythrop Hounds, Mr. Justice Roche managed to be present this year. The distinction of the attendance altogether kept up the tradition set by the first great meeting when there were there "the eminent nobleman whose name figures on all the writs, besides the Lord Chief Justices of England and Ireland with The Right Honourable Sir Henry Lopes and The Honourable Sir William Grantham." Lopes, L.J., contributed to the excitement of the day by standing too near a fence and being jumped on by a competitor.

Obituary.

HIS HONOUR LEONARD MOSSOP.

His Honour Leonard Mossop, B.A., B.C.L., Judge of County Courts, who retired in 1926, died at Settle, Yorkshire, on Friday, 7th April, at the age of sixty-three. Mr. Mossop was educated at Bath College and Trinity College, Oxford, was called to the Bar by Lincoln's Inn in 1893, and in 1924 was appointed Judge of the County Courts on Circuit 12, including Bradford and Huddersfield.

MR. W. FISHER.

Mr. William Fisher, B.A., solicitor, of Harston, Cambridge, and Gray's Inn-square, W.C., died in London on Friday, 7th April, at the age of seventy-three. Mr. Fisher, who was admitted in 1884, was the sole partner in the firm of Messrs. Townsend and Fisher, of Gray's Inn-square.

MR. J. HENRY.

Mr. James Henry, solicitor, of Dublin, died at his home at Greystones, on Monday, 3rd April. Admitted a solicitor in 1874, Mr. Henry practised in Dublin as principal of the firm of Messrs. Henry and Son. He was at one time President of the Dublin Incorporated Law Society.

MR. E. P. LEWIS.

Mr. Edgar Percy Lewis, B.A. (Lond.), solicitor, partner in the firm of Messrs. G. F. Hudson, Matthews and Co., of Queen Victoria-street, E.C., died in a nursing home, on Friday, 7th April, at the age of sixty. Mr. Lewis was admitted a solicitor in 1898.

MR. J. R. STEVENSON.

Mr. James Rose Stevenson, solicitor, partner in the firm of Messrs. J. R. Stevenson and Marshall, of Dunfermline, died on Wednesday, 5th April. Mr. Stevenson had practised in Dunfermline for forty-five years.

MR. R. P. UPTON.

Mr. Robert Philip Upton, solicitor, of Devereux-court, Temple, and Herne Hill, S.E., collapsed in Lincoln's Inn Fields, on Friday, 7th April, and died at the age of eighty-two. Mr. Upton, who was admitted in 1872, was one of the oldest practising solicitors in London.

Reviews.

The Complete Law of Town and Country Planning, being a Companion Volume to "The Complete Law of Housing." By H. A. HILL, B.A., of Gray's Inn, Barrister-at-Law, assisted by T. W. NAYLOR, B.A., LL.B., of Gray's Inn, Barrister-at-Law, Holker Senior Scholar of Gray's Inn (1928-1931). 1933. Medium 8vo. pp. xxiii and (with Index) 448. London: Butterworth & Co. (Publishers), Ltd.; Shaw & Sons, Ltd. 30s. net.

This book, as its title page indicates, is a companion volume to "The Complete Law of Housing" by the same author, and entirely makes good its claim to completeness. It is obviously the work of a writer who has set himself to master the subject thoroughly, and it is handled in a manner that leaves nothing to be desired in a first-class text-book. Part I of the volume consists of an introduction divided into four chapters, dealing with the whole subject of town and country planning on legal and practical lines, and is well worthy of careful study—especially Chapter II, which consists of general observations on the Town and Country Planning Act, 1932, that are full of sound comment and suggestions. Part II, running to more than 200 pages, sets out the statute with annotations dealing with each section line by line in meticulous detail. Part III consists of Appendices A and B setting out,

inter alia, the Town Planning Act, 1925 (with notes), and the Scottish Act of the same year, with the several sets of Rules and Regulations issued under the authority of the same. Appendix C gives the town-planning provisions of the Surrey County Council Act, 1931. Of special importance is Appendix D, which deals with the serious and important subject of Interim Development in very clear and comprehensive fashion. Other appendices deal with the statutes relating to acquisition of land and assessment of compensation; also with model clauses. The volume ends with a verbatim report of the case of *Franses* v. *Mayor, &c., of Ealing*, in which the question was dealt with of the validity of a resolution to "town plan" an area primarily for the benefit of property already situated thereon; the judgment of Swift, J., following an argument with the learned author of the volume before us being set out fully. The case is one of very great interest in its bearing upon the extent to which land, even when partly built upon, can be included in the area of a scheme under s. 1 of the Town Planning Act, 1925.

Taking the book as a whole, we think Mr. Hill is to be congratulated upon the excellence of his work. This is the third substantial volume he has produced during the last three years of similar type; but we think the volume before us may be regarded as touching high-water mark, and we have little doubt that it will be as widely appreciated as it deserves to be.

Harris and Wilshere's Criminal Law. Fifteenth Edition. 1933. By A. M. Wilshere, M.A., LL.B., of Gray's Inn and the Western Circuit, Barrister-at-Law. Demy 8vo. pp. l and (with Index) 708. London: Sweet & Maxwell, Ltd. 15s. net.

In the new edition of this well-known work Mr. Wilshere has completed the task, begun in the two previous editions, of re-writing the book. The size of the volume has been considerably increased in order to find room for the vast amount of new legislation, and, as the editor says in the preface, unless steps are taken in the direction of codification, it will soon be impossible to produce a work of this character which will be of any value. The more important provisions of the Children and Young Persons Act, 1932, are included in the appendix, so that when various parts of the Act come into operation the necessary alterations may be made in the text. The principal new decisions which have been pronounced during the period of six years since the publication of the last edition have also been noted, and, although there has been some rearrangement of the matter, the general plan of the book remains unaltered. Everything is explained in a clear and readable manner, and altogether the new edition of this work should prove to be as valuable to students as previous editions have done.

The Marketing of Literary Property. By G. Herbert Thring. 1933. Demy 8vo. pp. xxiii and (with Index) 242. London: Constable & Company, Ltd. 7s. 6d. net.

In this interesting work the author, who was Secretary to the Authors' Society for thirty years, gives a record of his experiences during that period. The complete publication of various kinds of books is dealt with in full, and tables showing the cost of production are included in the appendix. Chapters which are of particular interest are those on copyright law and contracts. The book is filled with valuable hints and suggestions for those who have to deal with property of a literary nature, and we agree with Mr. Thring when he states in the preface that authors who have read the book and who are in possession of average business ability, should be able to market their work successfully. The volume contains a long letter to the author from Mr. Bernard Shaw, who was on the committee of management of the Society of Authors for ten years.

Notes of Cases.

High Court—Chancery Division.

In re Airedale Co-operative Worsted Manufacturing Society Limited.

Eve, J. 20th March.

Company — Winding-up — Co-operative Society — Loan from Another Society—*Ultra Vires*—Proceeds of Loan Applied in Payment of Trading Debts—Lenders Ranking as Creditors—Subrogation—Industrial and Provident Societies Act, 1893, s. 58.

These were summonses in the winding up of the Airedale Co-operative Worsted Manufacturing Society. In 1882 the Congleton Co-operative Society subscribed and paid for ten £1 shares in the Airedale Society, and in 1891 they purchased ten more £1 shares therein. In July, 1882, after the subscription for the first ten shares, an agreement was entered into between the Airedale Society and the Congleton Society that all sums representing interest on shares in the Airedale Society, together with all dividends representing capital's share of the surplus profits, should be lent by the Congleton Society to the Airedale Society as and when they became payable, and in pursuance of this agreement all such interest and dividends were transferred to a loan account kept by the Airedale Society. In 1891 the agreement was extended to the further ten shares then acquired. It was also agreed that any bonuses on purchases of goods from the Airedale Society should be lent by the Congleton Society to the Airedale Society. These agreements were not put into writing but were evidenced by resolutions and entries in the books. In February, 1931, a resolution for the voluntary winding-up of the Airedale Society was passed and the respondents were appointed joint liquidators. The Congleton Society claimed to prove for moneys owing under the above loan agreements, but the liquidators rejected the proof. The second summons was taken out by another society on similar facts.

Eve, J., held that the agreements and loans were not within the new rules adopted by the Airedale Society in November, 1884. Therefore all moneys borrowed before that date were validly borrowed and due from the Airedale Society, but all subsequent loans were *ultra vires*. But there being uncontradicted evidence that the money borrowed was duly applied in paying off legitimate indebtedness of the society in the course of trade, the lenders were entitled to rank as creditors of the Airedale Society on the equitable doctrine of subrogation as stated by Lord Parker in *Sinclair* v. *Brougham* [1914] A.C. 440. The decision on the second summons would be to the same effect.

Counsel: *P. J. Sykes; C. W. Lilley.*

Solicitors: *Haslewood, Hare & Co.*, for *Aston, Harwood, Somers & San Garde*, Manchester; *Blundell, Baker & Co.*, for *Mumfords & Gordons*, Bradford.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Reidy and Others *v.* Walker and Others.

Acton and Goddard, JJ. 29th March.

Landlord and Tenant—Rent Restriction—Claim to Possession—Limited Company not Entitled to Protection of the Acts.

This was an appeal by the plaintiffs from a decision given at the West Brompton County Court in an action in which the appellants, Margaret Reidy, Phyllis Blaxland and Kate O'Brien, claimed from Sir Emery Walker, Emery Walker, Limited, and Margaret Lewis, possession of a cottage, 16, Upper Mall, Hammersmith, of which the plaintiffs were the landlords and Emery Walker & Co. Limited, were the tenants. Sir Emery Walker had been the tenant of the cottage for some

years before 1912. In that year Emery Walker & Co. Limited were incorporated, and the tenancy was assigned to them. They had ever since remained the tenants, and the premises were occupied by their caretaker, Margaret Lewis. It was admitted that the contractual tenancy had been terminated by a notice to quit, and that the plaintiffs were entitled to possession unless the defendants could rely on the Rent Restriction Acts, and the question was whether a limited company were entitled to the protection conferred on tenants by those Acts. The county court judge gave judgment for the defendants, and the plaintiffs now appealed.

ACTON, J., said that this was the first time that this point had come up for decision. The argument for saying that a company might be statutory tenants was one which, until reference was made to the decision of the Court of Appeal in *Skinner* v. *Geary* [1931] 2 K.B. 546; 75 SOL. J. 458, would appear to be unimpeachable. In that case Lord Justice Scrutton said that the Act did not protect a tenant who was not in occupation of a house in the sense that the house was his home, to which, although he might be absent for a time, he intended to return. Applying that test to the present case, if Sir Emery Walker had been the tenant and had put a caretaker in possession, he would not have been entitled to the protection of the Act. Yet it was said that the limited company were entitled to such protection. In his opinion neither this nor any limited company could be described as the tenants of a house which was their house and to which they intended to return. The appeal should be allowed.

GODDARD, J., gave judgment to the same effect.

COUNSEL: *C. E. Rochford*, for the appellants; *P. B. Morle*, for the respondents.

SOLICITORS: *Blount, Petre & Co.*; *Lees, Smith & Crabb.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Pounder *v.* London County Council.

Talbot, J. 31st March.

LOCAL GOVERNMENT—SUPERANNUATION—POOR LAW OFFICER—RESIGNATION—EMPLOYMENT IN ASYLUM—MORE ADVANTAGEOUS SUPERANNUATION SCHEME—OFFICER'S STATUTORY COMPULSION TO REMAIN UNDER FORMER SCHEME.

In this action Ernest Pounder claimed a declaration that as an established officer employed in an asylum by the defendants, the London County Council, he was subject, and entitled, to the benefit of the provisions of the Asylum Officers' Superannuation Act, 1909, and not subject to the provisions of the Poor Law Officers' Superannuation Act, 1896. The plaintiff was engaged in April, 1928, as a porter in the service of the Dursley Board of Guardians, and, as such, came within the Poor Law Officers' Superannuation Act, 1896. By s. 119 of the Local Government Act, 1929, he was on the 1st April, 1930, transferred to the service of the Gloucestershire County Council, and to the 8th June, 1930, he was a servant of that council in his former capacity of porter, and was still within the Act of 1896, the Gloucestershire County Council having no superannuation scheme applicable to him. On the 8th June, 1930, he resigned, having applied to the London County Council for employment as a male nurse in an asylum. He was duly appointed by the London County Council as a male nurse in the Claybury Asylum on the 9th June, 1930. The question for decision was whether since that date the plaintiff had remained subject to, and with the benefit of, the superannuation provisions of the Act of 1896, or had become entitled to the benefit of the Asylum Officers' Superannuation Act, 1909. The plaintiff maintained the latter, and the defendants the former, and it was not disputed that the Act of 1909 was more advantageous for the plaintiff. He was within class 1 as defined in s. 1 (1) of that Act.

TALBOT, J., in a reserved judgment, said that the defendants relied on the literal construction of s. 124 (1) of the Act of 1929, which enacted that if an officer in the plaintiff's position, that was, who had made contributions required by the Act of 1896, was by the Act of 1929 transferred to the service of any council, then, if the council to whose service he was so transferred had no superannuation scheme, the Act of 1896 shall apply to him, "and shall continue so to apply to him so long as he is in the service of the council of any county . . . until" under statutory provisions for the superannuation of persons employed by the councils of all counties and county boroughs there becomes applicable to him a superannuation scheme not less favourable than that provided by paragraph (A) of s. 124 (2) of the Act of 1929. No such statutory provisions had yet been enacted. In his view the sub-section could only mean what it said, and there must be judgment for the defendants, with costs.

COUNSEL: *Cyril Atkinson*, K.C., and *Sir George Jones*, for the plaintiff; *D. B. Somervell*, K.C., and *Lancelot Fletcher*, for the defendants.

SOLICITORS: *Pritchard, Englefield & Co.*, for *Booth and Booth*, Manchester; *the Solicitor to the London County Council.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Arches.

Cuthbertson *v.* Parishioners of Little Gaddesden.

The Dean of Arches (Sir Lewis Dibdin). 21st March.

ECCLESIASTICAL LAW—FACULTY FOR ERECTION OF MONUMENT OVER GRAVE—OBJECTION ON GROUND OF MATERIAL—WHITE MARBLE.

This was the appeal of Geoffrey Bourke Cuthbertson, of Little Gaddesden, from the decision of the Consistory Court of St. Albans refusing to grant him a faculty for the erection of a white marble memorial in Little Gaddesden churchyard over the grave of his wife and infant son. The objection which had been raised to the memorial was that it was of white marble. The matter came before the Consistory Court of St. Albans on appeal from the refusal of the incumbent to allow the memorial to be erected over the grave. It was stated that within the last few years there had been a crusade against white marble, but that in the present case it was to be observed that the percentage of white marble in Little Gaddesden churchyard was 41.

THE DEAN OF ARCHES said that the incumbent had no discretion, all he could do was to say, if the parties wished to erect a particular memorial, that they must obtain a faculty, and if it was refused they could not succeed. That was his power; it was not a judicial discretion at all. The question was whether the memorial ought to be allowed if there was nothing objectionable in its shape or in the proposed inscription. The objection taken was that it was in white marble and that that was very much against modern taste and modern advice. He thought that it would strike an ordinary man that it was too late in the day to exclude white marble from Little Gaddesden churchyard. Possibly if this were the first attempt to introduce it where there had been none hitherto, the court might hesitate. No authority had been cited to him and he had never heard of one in which the material of the monument was in question. There was, however, no legal objection to the memorial in question, and the appeal would be allowed and a faculty should issue.

COUNSEL: *Wilfrid Lewis*, for the appellant: no one appeared to oppose the appeal.

SOLICITORS: *Kerly, Sons & Karuth.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

Parliamentary News.

Progress of Bills.

House of Lords.

Army and Air Force (Annual) Bill.
Read Second Time. [6th April.

Durham Corporation Bill.
Read First Time. [5th April.

Mersey Tunnel Bill.
Read Second Time. [6th April.

House of Commons.

Bridlington Corporation Bill.
Reported, with Amendments. [6th April.

Children and Young Persons Bill.
Read Second Time. [10th April.

Cotton Industry Bill.
Reported, without Amendment. [6th April.

Dewsbury and Ossett Passenger Transport Bill.
Reported, with Amendments. [6th April.

Foreign Judgments (Reciprocal Enforcement) Bill.
Read Third Time. [10th April.

Housing (Financial Provisions) (Scotland) Bill.
Read Third Time. [10th April.

London and North Eastern Railway Bill.
Read Third Time. [7th April.

Municipal Corporations (Audit) Bill.
Reported, with Amendments. [6th April.

Pharmacy and Poisons Bill.
Read Second Time. [10th April.

Protection of Animals Bill.
Read First Time. [6th April.

Rent and Mortgage Interest Restrictions (Amendment) Bill.
In Committee. [6th April.

Road and Rail Traffic Bill.
Read First Time. [7th April.

Russian Goods (Import Prohibition) Bill.
Read Third Time. [6th April.

Seditious and Blasphemous Teaching of Children Bill.
Read Second Time. [7th April.

Slaughter of Animals Bill.
Read Second Time. [7th April.

Southern Railway Bill.
Reported, with Amendments. [6th April.

Questions to Ministers.

MAINTENANCE ORDERS.

Mr. RANKIN asked the Home Secretary whether he will circularise benches of magistrates recommending them to have recourse to the Vagrancy Act in connection with persistent refusals to maintain wives and families; and whether he is aware that this procedure is being followed in Liverpool.

Mr. HACKING: My right hon. Friend has no reason to think that magistrates are unaware of the relevant provisions in the Vagrancy Act, and, so far as he is aware, there is no occasion for his calling attention to them in the way suggested. [6th April.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 22nd and 23rd March, 1933. A candidate is not obliged to take both parts of the examination at the same time.

FIRST CLASS.

Thomas Henry Church, Joseph Dubovie, Henry Peck.

PASSED.

Edward Cecil Nelson Adams, Trudie Martha Davies Adams, B.A. Liverpool, Edward David Eden Andrewes, B.A. Oxon, Denys Gerald Winton Apthorpe, John Attle, George Frederick Curtis Avant, Kenneth Frederic Boustred, Ridley Hurrell Bruce, John Cecil Bullock, B.A. Cantab., Philip Stephen Burnett, Charles George Coates, Alfred William Noel Cowper, Richard David Trevor Davies, Hyman Davis, John Edwards Herbert Swainson Ellis, John Marten Llewellyn Evans, B.A. Oxon, William Freeman, George David Gaisford, John Speight Gaitskell, Harold Graham Godsall, B.A. Cantab., Albert Norman Groome, Douglas Linley Gulland, Basil Charles William Hart, Christopher Charles Dudley Hart, Raymond Stanley Hill, John Gilbert Hillier, Denis Gearey Hounsfield, Glanmor Lewis Jenkins, Emyr Jones, Thomas Jones, Samuel John James Kirby, Wilfred Carlton Lawson, Keith Daniel Lewis, Samuel Morlais Jones Lloyd, James McDowall, Charles Benjamin Maddox, Jack Arthur Males, Oscar Mason, Basil Minor, Sidney James Nutt, William Frank Potts, Charles John de Salis Root, William McNaught Ruddick, Harold Jack Russell, Richard Hugh Salmon, Walter Savage, Alan Gordon Smith, M.A. Edinburgh, Richard Vernon Spens, Josiah Lewis Spiller, Albert Edward Swales, Thomas William Tapping, George Wilfred Taylor, Basil Anthony Thomas, Jack Thompson, Gwyn Treharne, Norman Charles Weaver, Harry Dewar Wight, Horace Raymond Williams, Andrew Arnold Williamson, B.A. Dublin, Thomas James Wilson, Arthur George Woods, Eric John Gipson Wright, Noel Charles Wright.

The following candidates have passed the Legal portion only:—

John Bruce Ballard, Charles Roger Dutton Barker, Peter Hewitt Beeston Beames, Eric Morgan Beddoe, Terence Aldridge Wilson Boardman, Bertram Frank Boyles, Norman Alexander Brackenbury, John Michael Bryce-Smith, James Ridler Buchanan, Ernest Henry Bullock, Gilbert Patrick Bumstead, Harold Caine, William Frederick Cearns, Norman Stanley Clare, Mason George Cockshott, B.A. Cantab., Geoffrey Cook, B.A. Cantab., Herbert Henry Cook, Ivor Mervyn Davies, Gilbert Peter Daynes, John Gilbert Dean, Herbert Bryan Deane, John Newman Dennis, Harold Leslie Dibben, Bertram Edward Dreyfus, B.A. Cantab., Dudley Vavasour Durell, B.A. Cantab., Dorothy Edith Edwards,

Ephraim Fine, Gilbert Gordon Gartside, William Henry Grant, Leslie Francis Graziani, Harry James Green, Kenneth Graham Sinclair Gunn, Braham Leslie Harris, George Patrick Moncaster Hilbery, B.A. Cantab., Harry Bernard Hollick, Tudor Howard-Williams, B.A. Cantab., Ernest John Hutchings, Evan Stuart Maclean Jack, B.A. Cantab., Roger William Jackling, Frederick Arthur Caunter Jackson, Walter Lawrence Kitchen, Reginald Hardinge Lloyd-Jones, B.A. Oxon, Derek Hamilton Mays-Smith, B.A. Cantab., Dennis Gordon Moore, Keith Mountfort, Kenneth Bilson Nunn, Harold Pawson, Charles Hubert Pinsent, Harold Pipes, Elwyn Price, Shirley Rayner, Arthur Maurice Reid, Leonard Eddington Rickards, B.A. London, Roger Eric Bate Smith, John Walter Alexander McDowell Southern, Peter Duguid Heath Stock, Joshua Alan Sykes, William Sumner Thompson, John Deacon Turner, Sidney James Vardon, B.A. Oxon, John Eric Walker, Anthony Lister Walsh, Emanuel Weisbach, Claude Percy Wells, Jeckiel Wiener, John Richard Williams, Swinbura James Wilson, Alan James Wood, Norman Dyason Wood, James Egerton Lowndes Wright.

No of Candidates, 338. Passed 137.

The following candidates have passed the Trust Accounts and Book-keeping portion only:—

Edward George Jennings Addenbrooke, B.A. Oxon, William Godfrey Agnew, William Oliver Bainton, Colin Browne Barber, Cyril de Beausire Barnard, B.A. Cantab., Joseph Harold Bates, Leslie Gaunt Bax, Stanley Bernstein, LL.B. London, Arthur Graham Blunt, B.A. Cantab., Harry Stanger Bouchier, Gerard Antoine Harvey Bourlay, Donovan John Whistler Bundock, William John Stuart Burrell, B.A. Oxon, Herbert Dickinson Burrough, B.A. Cantab., Edgar Thomas Spry Byass, John Ryder Campbell Carter, Robert Thomas Carver, B.A. Cantab., Laurence Edgar Cates, LL.B. London, Henry Davis Cavaghan, B.A. Cantab., Hilda Marie Charbonnier, William Edward Gerald Churcher, Charles Richard Churchill, Mary Clinton, B.A. Oxon, Walter Arnold Close, Arthur Cobby, John Douglas Cooke, Robert Cooke, LL.B. Manchester, William Kenneth Cooper, William Morris Forbes Coverdale, LL.B. Leeds, Edwin Valentine Creak, Ronald Crowther, Philip Sydney Davies, B.A. Cantab., Roderick Albert Davies, LL.B. Manchester, Wilfred John Dawe, George Bernard Day, Charles Grahame des Forges, John Stannard Dod, Abraham Lazarus Dollond, LL.B. London, David Basil Woosnam Dykes, Alan Griffith Eaton, Harold Warwick Edwards, Patrick John Francis Edwards, Charles Harvey Elgood, Donald Lindley Ellis, Kenneth Ewart, B.A. Oxon, Christopher Alsop Eyre, Richard Frederick Fairbairn, B.A. Cantab., Hugh William Farmar, B.A. Oxon, Raleigh Clerevaulx Fenwick, Frederick Charles Fisher, Leslie John Noble Fisher, John Mackintosh Foot, B.A. Oxon, Cecil Francis Foster, Andrew Maurice Melliar Foster-Melliar, B.A. Cantab., Edward Fowler, Norman McDonald Fowler, Bertram Arthur Gould Francis, Charles Edward Fraser, Joel Fredman, Ronald Maurice Lintine Freedman, John Friends, Arthur Christopher Gamble, M.A. Oxon, Peter Edward Wettenhall Gellatly, B.A. Cantab., Charles Mandall Hartley Glover, B.A. Oxon, Frederick Luke Glover, Godfrey Armstrong Goldhawk, Herbert Joseph Gowing, Arthur Ward Greenhalgh, B.A. Cantab., John Frank Gregg, LL.B. Birmingham, John Charlesworth Haldane, David John Hallett, Joseph Allen Hallsworth, LL.B. Manchester, Hugh Dukinfield Hamilton, B.A. Oxon, Charles Henry Hammer, B.A. Cantab., Geoffrey Harburn, Kenneth Edward William Hatchard, Jack Haworth, Albert Edward Heaviside, Dorothy Hedges, Arnold Leslie Hepton, Kenneth William Highway, Craven Goring Hohler, B.A. Cantab., Harold Arthur Huré, Richard Adrian Smith Jerome, B.A. Oxon, Grosvenor Marson Johnson, John Tegryd Jones, Francis Charles Kenderdine, Robert Matthias Kenworthy, William Teare Kermode, B.A. Oxon, John Douglas Kerr, B.A. Cantab., Ronald Kenelm Kerr, B.A. Cantab., Clifford Meugens Kidd, B.A., LL.B. Cantab., John Henry Kidgell, Agnes Winifred Knight, Kenneth William Knights, Hugh Luscelles Leedham-Green, B.A. Oxon, Brian Swinstead Lewis, B.A. Cantab., Philip Edwin L'essant, B.A. Oxon, Annie Dorothy Litten, B.A. London, Gerald Liversidge, B.A. Cantab., William Ewart Lloyd, Harry Ludlam, Frederic James de Thiballier Mandley, Eustace Vernon Mayer, B.A. Oxon, Anthony Lewis Worsfold Mayo, Kenneth Chivington Menneer, Richard Major Merry, Henry Miller, B.A. London, Kenneth Louis Miller, B.A. Cantab., Richard Millett, B.A., LL.B. Cantab., Robert Fitzhugh Money, Godfrey William Rowland Morley, B.A. Oxon, Harold Morris, LL.B. Liverpool, Bryan Stanley Moseley, William Bottomley Murgatroyd, Cecil Henry Netcott, Denis Bailey Nickson, Paul Douglas Archibald Niekirk, Nicholas Norman-Butler, B.A. Cantab., Joan Lily Sylvia O'Connor, Hugh Russell Oldman, B.A. Oxon, Francis Gilbert Outred, Cecil Gerard Alexander Paris, John Patrick Gavin Parish, Ronald Jamieson Parker, Rex Henry Percy, Richard Gerald Peter, John Philipps, Harold Radcliffe Philpot, Benjamin James Ernest Hardwicke Piercy, B.A. Cantab., Thomas William Pinnock, LL.B. Birmingham, Hugh Price, Ernest Leslie Proud, B.A. Cantab., Robin Lutley Pugsley, John Reuben Rayment, Charles Edward Fulcher Reffell, B.A., LL.B. Cantab., John Richardson, B.A. Oxon, John Atherstone Rigby, LL.B. Liverpool, John Littleton Robbins, Evan Wynne Roberts, Idris Roberts, William Denby Roberts, B.A. Oxon, George Stogdale Robinson, John Templar Robinson, Nigel James Neale Robinson, Stephen Francis Thomas Lavie Robinson, B.A. Cantab., John Coulson Rogers, B.A. Oxon, Michael James Rogers, B.A. Cantab., Theodore Burton Fox Ruoff, Alexander Russenberger, George Christopher Sadler, Edward Hardwicke Sainsbury, Edward Cotterill Scholefield, B.A. Oxon, Richard Leslie Sharples, Henry English Shaw, B.A. Cantab., Charles Alan Shewell, Hugh William Shillito, Harold Smith, James Smith, Reginald Henry Don Sparrow, Richard William Wykes Stephens, Conway William [Stidston-Broadbent, Herbert John Charles Sturton, Henry Percy Sympson, Arthur William Taylor, Alan Thomas, John Henwood Thomas, Wynne Simpson Thomas, John Donald William Thornley, Gordon Mervyn Tiffin, Hadden Royden Todd, B.A. Cantab., Kathleen Trafford Tomlinson, Edward Noel Hume Townshend, Philip Victor Wade, Harold Foster Wales, B.A. Cantab., Charles Gerald Walkden, LL.B. Manchester, John Eldon Walker, Cyril Ward, B.A., LL.B. Cantab., Geoffrey Warhurst, Charles William Warren, Samuel Warwick Warwick-Haller, B.A., LL.B. Cantab., Charles Weinberg, Cyril Charles White, Richard Allen Wilding, John Bickerton Williams, LL.B. Birmingham, Philip Adolphus Featherstone Witty, Geoffrey Beardall Wood, Percy Benjamin Elliott Woodham, Maurice Yeatman.

No. of Candidates, 387. Passed, 256.

Societies.

United Law Clerks' Society.

FESTIVAL DINNER.

This Society held its 101st anniversary festival at the Connaught Rooms, on 4th April, with Mr. Justice Humphreys in the chair. Among those present were: The Right Hon. Lord Riddell, Mr. Justice du Parcq, Mr. Justice Charles, Sir Patrick Hastings, K.C., Mr. F. Archer, K.C., Mr. Fergus D. Morton, K.C., Mr. Raymond Needham, K.C., Mr. W. O. Willis, K.C., Lieut.-Col. T. Carthew, Mr. W. T. Cave, Mr. J. A. Barratt, Mr. F. H. E. Branson, Dr. W. M. Fairlie, Mr. R. S. Fraser (Master of the City of London Solicitors' Company), Mr. R. R. Formoy, Mr. P. Frere, M.C., Mr. S. Hockman, Mr. F. C. Howard, Mr. Christmas Humphreys, Mr. H. R. Jacobs, Mr. C. S. Squires, Mr. Philip Vos, Mr. C. Weinberg, Mr. H. C. Naldrett, Mr. G. S. Pott and Mr. C. V. Young. After the company had honoured the loyal toasts, the chairman proposed the health of "The Society." Its score was at present, he said, 101 not out; it was taking the bowling just as it came, playing easily and confidently, and had no doubt that in due course it would reach its second century. Its officers might reasonably have feared that this festival, after last year's centenary, would turn out an anti-climax, but it had not done so; the attendance and the response to the appeal that had been sent out over his signature had both been admirable. There were those who might observe, he said, that it was rather presumptuous of him to send out such a letter; they might say with justice that they did not remember his being present at any festival of recent years. The fault, however, was not his. The life of a judge was comparable to the life of an actor; when he was appointed he was expected to tour the provinces, where he played the juvenile lead to the heavy father of one of his senior brethren and was expected to do so for some years before he could hope to find his name on the play-bills—or the cause-lists, as they were called—in the Theatre Royal in the Strand. He had been away on circuit, or some such unpleasant task, on every festival but one since he had been unfortunate enough to occupy his present position; the exception had been in 1929, when he had had the privilege of attending and listening to Mr. Justice Wright's speech. The gathering would be delighted to know that the indisposition of Lord Wright, as he now was, had almost disappeared.

The CHAIRMAN described the three departments of the Society's work; a health insurance society, a friendly society, and a benevolent fund. The membership of 1,609 was greater by 242 than that of 1927. The Society relieved many cases of distress among law clerks and their widows who were not its members. Its expenditure during the last year in superannuation, sickness, medical and death benefits had been

£8,912 and £3,800 had been added to the permanent investments. The Society was popular with the profession because it was well administered, and the ratio of managing expenses to benefit paid was very small. It afforded a fine example of the help which was given to others to enable them to help themselves, and provided an incentive to thrift—a virtue which we always inculcated in other people!

Mr. H. E. STAPLEY, the treasurer, pointed to the great age of the Society as evidence of its popularity not only among law clerks but with the legal profession. It was, however, not yet sufficiently well known among the clerks of London and the provinces, and the membership could be still further increased.

A WITNESS OF CHANGE.

Lord RIDDELL, proposing the health of "The Legal Profession," said that he was a great admirer of the profession and loved its company, although that company was sometimes an expensive luxury. Being in the newspaper business, he was one of the chief supporters of the profession, and he sometimes wandered into the Law Courts to have a look at the gentlemen whom he paid. On a recent occasion he had seen several learned counsel in the front row and some in the back row (laughter), and had said to an usher: "Who are these people? Who is that man with the strong, silent face?" The usher had replied: "That is Sir Patrick Hastings." The speaker had asked, "Is he an expensive counsel?" The usher had replied, "Well, sir, you'll be lucky if you get him for £4 a minute." Then Lord Riddell had pointed to another member of the Bar, and the usher had explained that this man was only coming on; he could be had for 5s. a minute. The speaker had then said that he was in a case and asked the usher to advise him; the usher had answered: "I'd have the old boy, I think he's worth it." Thereupon Lord Riddell had engaged Sir Patrick—it had not been a murder case—and had won; he had been very glad in the circumstances to pay what he would otherwise have regarded as an excessive fee.

He had, he said, been a lawyer himself many years ago and still took out his certificate. In those days all lawyers had worn tall hats and tail coats and there had been no telephones or typewriters, but all the letters had been written in long-hand. Some big firms of solicitors had still kept clerks who copied the letters into big books by hand, a relic of the time when press-copied letters had not been evidence. Legal eloquence had been very florid; all the leading barristers had worn mutton-chop whiskers, and their photographs had been in great demand. Then there had been no ladies in the profession; now there were several lady barristers, solicitors and law clerks. When he looked at the serried rows of motor cars in Bedford-row, the Temple and Lincoln's Inn and saw the men in their short coats and billy-cock hats, sometimes accompanied by their lady clerks, he thought how the profession had changed since his time.

Dr. C. E. BARRY, in reply, said that he represented both branches of the profession. He felt nothing but admiration for His Majesty's judges and the members of the Bar; if he said anything else he would be unpopular, so he thought it best to be perfectly candid. He had had a varied career in his fifty-three years' experience of the profession, and during the last six months had had two unusual jobs within a week of one another. The first had been to get rid of the highly-paid manager of a large business; the second had been to get rid of a cook. It had been easier to get rid of the manager, but the experience with the cook had taught him much of the English language which he had not known before. The Law Society worked in conjunction and side by side with the United Law Clerks' Society, and the Solicitors' Pension Fund, though still in its infancy, promised to be a success.

Mr. C. E. MACKLIN, proposing "Our Guests," spoke of the day, thirty years ago, when he had become the junior clerk of Mr. Justice Humphreys. He had been an extraordinarily bad junior clerk, but in the presence of his principal he was unable to tell the gathering what an extraordinarily good senior clerk he was. Mr. Justice Charles had shown great generosity to the Society; Mr. Justice du Parcq hailed from Jersey—why he had come to England, the speaker did not know; the only reason why the speaker never went to Jersey was that his wife was a bad sailor. His lordship had been president of the Oxford Union, and his university had recently caused the speaker to lose a wager, but Mr. Macklin declared that he bore Mr. Justice du Parcq no grudge on that account. Lord Riddell, he said, must be a bridge-player, for in his amusing speech he had called a spade a spade. But for the presence of Sir Patrick Hastings the festival dinner would hardly be a function at all.

Mr. Justice DU PARCQ, in reply, thanked Mr. Macklin for coupling his name with the island of his birthplace, for in recent months it had been all too frequently coupled with that of Dartmoor. He considered himself fortunate not to be playing the juvenile lead in the provinces. He was not sure what constituted the opposite of the legitimate drama on the stage, but on the Bench it was the New Procedure. Whatever might be said about the New Procedure, it had the great advantage that it brought judges into close contact with solicitors and the representatives of solicitors. That afternoon, when hearing summonses, he had been told that a firm of solicitors wished to make an application to him, and had asked the associate where the representative of the firm was. On inquiry the representative had been found completely hidden by a piece of the court furniture; he was so young and small as almost to be invisible. The speaker had not desired to question him, but had no doubt that this young man of fourteen and a half would have been perfectly prepared to deal with any question that he might have put. The speaker commented on an item in the balance sheet which seemed to need explanation: the entry "Maternity—men £111; women £6." It was, he said, impossible to imagine anything more striking than the spirit of loyalty and comradeship which permeated every branch of the legal profession and united all branches together.

Sir PATRICK HASTINGS, in proposing the health of "The Chairman," said that the Society was celebrating its 101st anniversary and that he seemed to have been present at most of those festivals. He had known the chairman for very many years and felt for him the deepest personal affection. When he had first known him as a junior Treasury counsel, the methods of prosecuting adopted in the Central Criminal Court had not been quite as they were to-day; he sometimes thought that the magnificently high standard of criminal procedure in this country owed and would always owe an enormous debt of gratitude to the chairman. There never had been a man who had conducted cases for the Crown with such scrupulous fairness and generosity towards the accused. The mere fact that the prosecution nearly always ended in a conviction was merely a tribute to his skill. Sir Patrick criticised the management of the Society for asking so few judges to the festival; what a chance it would be, he said, to get them all here and then to tell them how they ought to behave! The three judges present knew how to behave, but would not tell the rest. They ought, however, to remember one thing: that they had sworn an oath never to forget that the first duty of a judge of the High Court was invariably to grant an application to adjourn a case for the convenience of counsel. The life of a judge was a tiring one—at least, judges said so—and it was a real tribute to the Society that their chairman should come to help to achieve the result which had been reported by the treasurer. He was one of the best judges that England had ever had and one of the nicest English gentlemen that the profession would ever know.

The CHAIRMAN, in reply, defied Sir Patrick to cite an instance in which he had ever refused an application for an adjournment on the ground of the convenience of counsel.

The Howard League for Penal Reform.

With reference to our recent report on the Conference on the increase of crime, Dr. J. R. Rees draws our attention to the fact that we inaccurately reported him as having said "prisons should be looked on as a sort of nursing home." Nothing, the lecturer states, was further from his thoughts. Dr. Rees, in his speech, advocated the provision of psychological clinics for investigation and treatment in connection with prisons, and said that he hoped the day would come when the stigma of having been in prison would be removed from all, except those persons who were regarded as incurable and had to suffer semi-permanent detention. "I know of no psycho-therapist," he said, "who believes that punishment should be wiped out. We do believe that it ought to be treatment. If we could make prison real treatment, then we should use it. It is for many the best type of treatment." We express our regret to Dr. Rees for thus having misinterpreted him.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 7th April. In the absence of the President, the Vice-President took the chair at 8.20 p.m. In public business, Mr. T. L. MacColl moved: "That the political struggle is a class struggle." Mr. D. Walker Smith opposed. There spoke to the motion, Mr. Tahuda, Mr. Davidson, Mr. Woodroffe, Mr. Stride (Hon. Secretary), Mr. Wilson, Mr. Petrie, Mr. Newman Hall (Hon. Treasurer), Mr. Menzies, Mr. Ifor Lloyd (ex-President), Mr. Barman, Miss Mary Davies, Mr. Parker, and the hon. proposer in reply. On a division the motion was lost by one vote.

The Law Society's School of Law.

The Summer Term will open on 20th April. Lectures will commence on 24th April. Copies of the detailed time-table can be obtained on application to the principal's secretary.

The principal (Mr. G. R. Y. Radcliffe) will be in his room to advise students on their work, on Thursday, 20th April (students whose surnames commence with the letters A–K), and Friday, 21st April (students whose surnames commence with the letters L–Z), from 10.30 a.m. to 12.30 p.m., and from 2 p.m. to 5 p.m.

The subjects to be dealt with during the term will be, for intermediate students: (I) public law, (II) law of property in land, (III) contract and tort, and (IV) trust accounts. The subjects for final students will be (I) equity and procedure in the Chancery Division, (II) common law (tort), and (III) employment and agency. There will also be courses on (I) criminal law, (II) private international law, for honours and Final LL.B. students, and on constitutional law (Part II) for intermediate LL.B. students.

Intermediate students must notify the principal's secretary before 21st April on the entry form, whether they wish to take morning or afternoon classes.

Students can obtain copies of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, on application to the principal's secretary.

Legal Notes and News.

Honours and Appointments.

Mr. D. KENVYN REES, solicitor, Deputy Town Clerk of Cardiff, has been appointed Town Clerk by the Cardiff City Council. Mr. Rees was admitted a solicitor in 1908.

Mr. GEORGE GODFREY PHILLIPS, barrister-at-law, of Brick-court, Temple, has been appointed Deputy Clerk to the Staffordshire County Council. Mr. Phillips was called to the Bar by Gray's Inn in 1925.

Professional Announcements.

(2s. per line.)

G. S. WARMINGTON & EDMONDS, of 141, Moorgate, E.C.2 and LLOYD & CO., and POOLE & ROBINSON, of 2, Coleman-street, E.C.2, announce that as from the 1st April, 1933, their respective firms were amalgamated, and the combined practices will be carried on under the style of WARMINGTONS, at 141, Moorgate, E.C.2.

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

High Court of Justice.

EASTER VACATION, 1933.

NOTICE.

There will be no sitting in Court during the Easter Vacation.

The Hon. Mr. Justice LAWRENCE will act as Vacation Judge from Thursday, 13th April, to Monday, 17th April, both days inclusive.

The Hon. Mr. Justice HUMPHREYS will act as Vacation Judge from Tuesday, 18th April, to Monday, 24th April, 1933, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Thursday, 20th April, at 11 o'clock.

On other days within the above periods, applications in urgent matters "which may require to be immediately or promptly heard," may be made to their Lordships personally or by post.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation. Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice,
April, 1933.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 27th April, 1933.

	Div. Months.	Middle Price 10 April 1933.	Flat Interest Yield.			†Approximate Yield with redemption		
			£	s.	d.	£	s.	d.
ENGLISH GOVERNMENT SECURITIES								
Consols 4% 1957 or after	FA	109½	3	13	1	3	8	3
Consols 2½%	JAJO	76¼	3	5	6	—		
War Loan 3½% 1952 or after	JD	101½	3	9	0	3	7	10
Funding 4% Loan 1960-90	MN	111	3	12	1	3	7	6
Victory 4% Loan (Available for Estate Duty at par) Av. life 29 years	MS	109½	3	13	1	3	9	6
Conversion 5% Loan 1944-64	MN	116¼	4	6	0	3	4	5
Conversion 4½% Loan 1940-44	JJ	111¼	4	0	11	2	14	3
Conversion 3½% Loan 1961 or after	AO	100½	3	9	8	3	9	5
Conversion 3% Loan 1948-53	MS	98⅜	3	0	9	3	1	8
Local Loans 3% Stock 1912 or after	JAJO	88½	3	7	10	—		
Bank Stock	AO	333½	3	11	11	—		
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	79	3	9	7	—		
India 4½% 1950-55	MN	109	4	2	7	3	15	5
India 3½% 1931 or after	JAJO	86	4	1	5	—		
India 3% 1948 or after	JAJO	74	4	1	1	—		
Sudan 4½% 1939-73	FA	111	4	1	1	2	10	0
Sudan 4% 1974 Red. in part after 1950	MN	109	3	13	5	3	6	7
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100xd	3	0	0	3	0	0
COLONIAL SECURITIES								
*Australia (Commonw'th) 5% 1945-75	JJ	108	4	12	7	4	2	9
*Canada 3½% 1930-50	JJ	100	3	10	0	3	10	0
*Cape of Good Hope 3½% 1929-49	JJ	101	3	9	4	—		
Natal 3% 1929-49	JJ	96	3	2	6	3	6	5
New South Wales 3½% 1930-50	JJ	96	3	12	11	3	16	5
*New South Wales 5% 1945-65	JD	108	4	12	7	4	3	9
New Zealand 4½% 1948-58	MS	108	4	3	4	3	15	10
*New Zealand 5% 1946	JJ	110	4	10	11	4	0	0
††Nigeria 5% 1950-60	FA	115	4	6	11	3	15	9
*Queensland 4% 1940-50	AO	100	4	0	0	4	0	0
*South Africa 5% 1945-75	JJ	112	4	9	3	3	14	9
*South Australia 5% 1945-75	JJ	108	4	12	7	4	2	9
*Tasmania 3½% 1920-40	JJ	100	3	10	0	3	10	0
Victoria 3½% 1929-49	AO	96	3	12	11	3	16	10
*W. Australia 4% 1942-62	JJ	101	3	19	2	3	17	2
CORPORATION STOCKS								
Birmingham 3% 1947 or after	JJ	87	3	9	0	—		
Birmingham 4½% 1948-68	AO	114	3	18	11	3	6	0
*Cardiff 5% 1945-65	MS	110	4	10	11	3	18	9
Croydon 3% 1940-60	AO	93	3	4	6	3	8	0
*Hastings 5% 1947-67	AO	114	4	7	9	3	14	0
Hull 3½% 1925-55	FA	99	3	10	8	3	11	4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	99	3	10	8	—		
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	74	3	7	7	—		
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	88	3	8	2	—		
Manchester 3% 1941 or after	FA	87	3	9	0	—		
Metropolitan Consd. 2½% 1920-49	MJSD	94	2	13	2	2	19	7
Metropolitan Water Board 3% "A" 1963-2003	AO	90	3	6	8	3	7	6
Do. do. 3% "B" 1934-2003	MS	91	3	5	11	3	6	8
Do. do. 3% "E" 1953-73	JJ	94	3	3	10	3	5	5
*Middlesex C.C. 3½% 1927-47	FA	101	3	9	4	—		
Do. do. 4½% 1950-70	MN	113xd	3	19	8	3	10	3
Nottingham 3% Irredeemable	MN	86xd	3	9	9	—		
*Stockton 5% 1946-66	JJ	113	4	8	6	3	14	4
ENGLISH RAILWAY PRIOR CHARGES								
Gt. Western Rly. 4% Debenture	JJ	102½	3	18	1	—		
Gt. Western Rly. 5% Rent Charge	FA	115½	4	6	7	—		
Gt. Western Rly. 5% Preference	MA	71½	6	19	10	—		
‡L. & N.E. Rly. 4% Debenture	JJ	83½	4	15	10	—		
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	66⅜	6	0	4	—		
London Electric 4% Debenture	JJ	103½	3	17	4	—		
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	93½	4	5	7	—		
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	77½	5	3	3	—		
Southern Rly. 4% Debenture	JJ	102½	3	18	1	—		
Southern Rly. 5% Guaranteed	MA	108½	4	12	2	—		
Southern Rly. 5% Preference	MA	80½	6	4	3	—		

*Not available to Trustees over par. ††Not available to Trustees over 115.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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